

FILED
IN THE DISTRICT COURT
FEB 17 2005

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY, OK
BETH HEAD, COURT CLERK
DEPUTY
Deborah Harvey

HELEN SIKES, Individually and as
Class Representative on Behalf of all
Others Similarly Situated,

Plaintiff,

v.

CASE NO. CJ-03-1149

FARMERS GROUP INC.; FARMERS
INSURANCE COMPANY, INC.; and
FARMERS INSURANCE EXCHANGE,

Defendants.

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**ORDER OF PRELIMINARY APPROVAL,
NOTICE, AND TEMPORARY INJUNCTION**

On this 17th day of February, 2005, Plaintiffs, through counsel, Reggie Whitten, Jason E. Roselius, and Simone Fulmer of Whitten Nelson McGuire Terry & Roselius; Mark Bialick and Rodney Stewart of Durbin, Larimore & Bialick; Terry West and Bradley West of The West Law Firm; Ron Parry and David Futscher of Parry Deering Futscher & Sparks; and Michael Burrage of the Burrage Law Firm and Defendants, through counsel, Brooke Murphy and Timila Rother of Crowe & Dunlevy and Gary Chilton of Holladay Chilton & DeGiusti appeared before the Court pursuant to Plaintiffs' Motion for Preliminary Approval, Notice, and Temporary Injunction.

Upon the pleadings herein, the arguments of the parties, and review of the Settlement Agreement, including the exhibits attached thereto (collectively, the "Settlement Agreement"), attached hereto as Exhibit 1, the terms, definitions and conditions of which are incorporated herein, and upon reviewing all prior proceedings held herein, and due deliberation having been had thereon;

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upon the motion of Plaintiffs, and without objection of the Defendants, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **CLASS REPRESENTATIVES and CLASS COUNSEL.** Helen Sikes and Wayne G. Miller are designated as representatives of the Settlement Classes, as defined in Paragraph 3 below, for the sole purpose of settlement. Reggie Whitten, Jason E. Roselius, and Simone Fulmer of Whitten Nelson McGuire Terry & Roselius and Mark Bialick; Rodney Stewart of Durbin, Larimore & Bialick; Terry West and Bradley West of The West Law Firm; Ron Parry and David Futscher of Parry Deering Futscher & Sparks; and Michael Burrage of the Burrage Law Firm are designated as Counsel for the Classes.

2. **Conditional Class Findings.** The COURT has considered the evidence and arguments of counsel, the record in this case, including the pleadings and motions previously filed by the parties, and the Settlement Agreement, and on that basis preliminarily finds that, for purposes of settlement of this case (and only for such purposes and without an adjudication of the merits of class certification) that, the requirements for conditional certification of the Settlement Classes, for settlement purposes only under 12 O.S. § 2023 have been met.

The COURT therefore preliminarily approves, and ORDERS the conditional certification of a BODILY INJURY CLAIM CLASS and an INJUNCTIVE RELIEF CLASS for settlement purposes only. THE BODILY INJURY CLAIM CLASS shall consist of two subclasses described as follows:

SUBCLASS 1: INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS

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PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS, and who, according to the books and records of FARMERS: (a) were represented by an attorney; and (b) executed a release of their claim to FARMERS; and

SUBCLASS 2: INSURED PERSONS who do not fall within the definition of SUBCLASS 1, and who, according to the books and records of FARMERS, were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS.

The INJUNCTIVE RELIEF CLASS shall consist of:

All INSURED PERSONS under a private passenger automobile insurance policy written by FARMERS during the CLASS PERIOD, July 17, 2000 to EFFECTIVE DATE, which included Uninsured/Underinsured Motorist Coverage, and which coverage was not rejected under any applicable state or states' law.

All terms in this Order in all capital letters have the same meaning as such terms are defined in the parties' Settlement Agreement.

3. Findings Regarding Proposed Settlement.

The COURT finds that:

A. The proposed settlement resulted from extensive arm's length negotiations and was concluded after counsel for Plaintiffs had conducted significant discovery (including the review of documents and the depositions of Defendants' personnel) and had consulted with independent experts concerning the issues raised by Plaintiffs' claims; and

B. The proposed settlement evidenced by the Settlement Agreement is sufficient to warrant (i) notice thereof to the members of the BODILY INJURY CLAIM CLASS and (ii) a full

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and final hearing on its fairness and adequacy.

C. The Defendants before the COURT are Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Farmers Group, Inc. The only Defendant before the COURT which wrote private passenger automobile insurance in Oklahoma during the CLASS PERIOD is Farmers Insurance Company, Inc., which also writes such insurance in Arkansas, Kansas, Iowa and Missouri. Farmers Insurance Company, Inc. does not write private passenger automobile insurance in any other state. Farmers Insurance Exchange does not write private passenger automobile insurance in Oklahoma, Arkansas, Iowa or Missouri. Farmers Group, Inc. does not have a certificate of authority to write insurance in any state. With the exception of (1) Farmers Insurance Exchange and Truck Insurance Exchange, which write other lines of insurance in the State of Oklahoma, and (2) Mid-Century Insurance Company, which is not named as a defendant in this case; none of the PARTICIPANTS, as defined in the Settlement Agreement, do business in the State of Oklahoma and none of the PARTICIPANTS are subject to in personam jurisdiction in the courts of the State of Oklahoma (federal or state). The COURT deems it very significant that but for PARTICIPANTS' agreement to participate in the Settlement Agreement, this settlement could not have been made, completed, or implemented in this state or in any other state. The PARTICIPANTS will participate in the Settlement Agreement with the express understanding, agreement and stipulation by CLASS COUNSEL, the CLASS REPRESENTATIVES and the other parties to the Settlement Agreement, which understanding, agreement and stipulation is hereby ORDERED as binding on the SETTLEMENT CLASS MEMBERS, the Plaintiffs, and the Plaintiffs' Counsel in Sikes and Hill as

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follows:

A. PARTICIPANTS' participation herein is only in the state or states where the PARTICIPANT wrote private passenger automobile insurance during the CLASS PERIOD;

B. With the exception of Mid-Century Insurance Company and Farmers Insurance Company, Inc., who do business in Oklahoma, none of the PARTICIPANTS' acts undertaken to effectuate and complete the terms of the Settlement Agreement in their respective state or states shall constitute the doing of business in Oklahoma, or the doing of the business of insurance in the State of Oklahoma;

C. CLASS COUNSEL, the CLASS REPRESENTATIVES, individually and on behalf of the SETTLEMENT CLASS MEMBERS, Plaintiffs and Plaintiffs' Counsel in Sikes and Hill, or any of them, may not claim, allege, contend assert, complain or plead in any suit, matter, action or proceeding, in any court (state or federal) in Oklahoma or elsewhere, that the participation in this Settlement by the PARTICIPANTS or any of them (1) constitutes the doing of business, or the business of insurance in the State of Oklahoma or any other state other than the state where that insurer is licensed to, and wrote private passenger automobile insurance during the CLASS PERIOD, (2) subjects PARTICIPANTS to the jurisdiction of the courts of the State of Oklahoma (federal or state) (3) constitutes a general appearance or consent to jurisdiction in the State of Oklahoma; (4) waives any right to contest jurisdiction; (5) obligates PARTICIPANTS beyond the express terms and provisions of the AGREEMENT; (6) gives rise to any joint and several liability by, between or among the PARTICIPANTS in this case or any other action, suit, matter or

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proceeding; (7) gives rise to any partnership, joint venture, or other association by, among and between Participants in this case, or any other action, suit, matter or proceeding; (8) alters PARTICIPANTS' relation as "affiliates" as defined under the various states' Holding Company System Regulatory Acts; (9) subjects PARTICIPANTS to liability for acts or omissions by any other PARTICIPANT.

4. **Final Hearing.** A hearing (the "Final Hearing") will be held on the 24th day of June, 2005 at 2:00 p.m. before the Honorable Judge Douglas Combs of the District Court of Pottawatomie County, located in Shawnee, Oklahoma to decide whether the proposed settlement of the class action should be finally approved as fair, reasonable and adequate, which will include, among other things, a determination of the following:

- A. Whether a final order and judgment should be entered approving the Settlement;
- B. Whether the class action should be dismissed with prejudice pursuant to the terms of the settlement;
- C. Whether SETTLEMENT CLASS MEMBERS should be finally bound by the release set forth in the proposed settlement;
- D. Whether any application of Plaintiffs' Counsel for an award of attorney's fees and expenses should be approved.
- E. Such other matters relating to the approval that may come before the COURT, including without limitation the matters relating to the Participants' special appearances as set forth in the Settlement Agreement.

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5. **Jurisdiction.** This COURT has jurisdiction over the subject matter of this litigation, and over all parties to the litigation, including all members of the proposed Classes as defined in Paragraph 3 above pursuant to 12 O.S. § 2023, for purposes of holding a hearing on whether to approve the settlement reflected in the Settlement Agreement.

6. **Pre-Hearing Notices.**

A. *Notice by Mail.* Within thirty (45) days after the entry of this Order, FARMERS shall send by first-class mail, postage prepaid, individual Notices in the form filed with the COURT as part of the Settlement Agreement or a materially similar Notice to Bodily Injury Claim Class Members at the last known address in the records maintained by FARMERS in the ordinary course of business. The Class Notice shall be marked "Address Correction Requested," and upon return by the United States Postal Service, shall be re-mailed once. No notice shall be required for the Injunctive Relief Class.

B. *Proof of Mailing.* At or before the Settlement Hearing, FARMERS shall file with the COURT a proof of mailing of the Class Notice.

7. **Findings Concerning Notice.** The COURT expressly finds that notice given in the form and manner provided in Paragraph 7 of this Order and as described in the Settlement Agreement complies with the requirements of 12 O.S. §2023 in that it will provide individual notice to all members who can be identified through reasonable effort and is the best notice practicable under the circumstances. The COURT finds that the Class Notice provided in the Settlement Agreement is readily understandable, reasonable, and it constitutes due, adequate and sufficient

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notice and that it meets all the requirements of due process and law.

8. Objections And Appearances.

A. *Written Objection.* Class Members, or any other person purporting to have standing to make objections, shall file written notice of objections with the clerk of the court and serve such notice of objections on Class Counsel and counsel for Defendants at the addresses set forth in the Notice no later than 75 days after the date of this order. Such written notice of objection shall include:

- (1) the identity of the objector;
- (2) a statement of each objection being made;
- (3) a detailed description of the facts supporting each objection;
- (4) a detailed description of the legal authorities supporting each objection;
- (5) a statement of whether the objector intends to appear at the Fairness Hearing;
- (6) a list of witnesses whom the objector may call by live testimony, oral deposition testimony, or affidavit during the Fairness Hearing; and
- (7) a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all exhibits.

B. *Failure to Timely Object.* Any Class Member who fails to timely object shall waive and forfeit any and all rights that he or she may have to appear separately and/or object, should not be heard by the COURT at the Final hearing to object, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in this Action.

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C. All members of the Bodily Injury Claim Class who file objections pursuant to this section waive their right to opt out under the AGREEMENT. Members of the BODILY INJURY CLAIM CLASS shall serve any notice of an intent to opt out upon CLASS COUNSEL no later than 65 days after the date of this Order.

9. **Cost of Implementation.** FARMERS shall bear all costs in connection with the notice, including the printing, mailing, and re-mailing of individual notices and the costs of administering the Settlement Agreement.

10. **Access to Discovery Materials.** Class Members, and their own attorneys, may obtain at their own expense access to but not copies of the documents disclosed through discovery to Class Counsel by Defendants in this action, and also to deposition transcripts generated in this Action subject to the Stipulation of Protective Order dated August 30, 2004 and any other applicable protective orders. These documents will be made available at the Office of Class Counsel, at Whitten, Nelson, McGuire, Terry & Roselius, Suite 400, One Leadership Square, 211 North Robinson, Oklahoma City, Oklahoma 73102. Class Counsel will inform FARMERS of any requests by Class Members or their attorneys for access to such documents or depositions and will provide Defendants' counsel with a signed copy of the Protective Order with respect to each such instance

11. **Preliminary Injunction.** In order to protect the COURT'S jurisdiction over the Settlement Class and the SETTLEMENT CLASS MEMBERS pursuant to 12 O.S. § 2023, the following individuals, Peggy S. Domangue, Melissa Fincher, Nancy George, James C. Burchfield, Patricia McMurtry, March Kay, Christina Diegelman, James Sperriko and Michael London, are

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temporarily enjoined from undertaking any actions in the following cases, including seeking class certification, engaging in class discovery, or prosecuting an appeal in another state's court in Cause No. 02-0082; *Peggy S. Domangue, et al. v. Mid-Century Insurance Company of Texas, et al*; in the 71st District Court of Harrison County, Texas; and Lead Case No. BC 289 250; *In re Farmers Colossus Litigation*, in the Superior Court of California, County of Los Angeles. Which would interfere with this COURT'S jurisdiction over all of the SETTLEMENT CLASS MEMBERS, or interfere with this COURT'S obligation as guardian of the absent Class Members.

12. Further, all Settlement Class Members, including without limitation the foregoing specifically listed individuals, are temporarily enjoined from filing, commencing, prosecuting, intervening in, or participating as Class Members in, any lawsuit in any other court based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this case and included in the Settlement; and all individual and SETTLEMENT CLASS MEMBERS are hereby enjoined from filing, commencing or prosecuting a lawsuit as a class action purportedly on behalf of Members of the Settlement Class certified by this COURT (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action in any court) based on or relating to the claims or causes of action or the facts or circumstances relating thereto, in this case and included in the Settlement inconsistent with the rights accorded all of the Settlement Class Members certified by this COURT under the terms of the AGREEMENT, and are further enjoined from undertaking any actions other than (1) exercising the right to request exclusion; or (2) making an objection under this Order, which would interfere with, or be

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inconsistent with the COURT'S exercise of jurisdiction over all Settlement Class Members under 12 O.S. §2023 following the entry of the Preliminary Order, but prior to the entry of the Final Order and Judgment.

13. **Service of Papers.** Defendants' counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance at or before the Settlement Hearing, any further documents in support of the proposed settlement, including responses to any papers filed by Class Members. Defendants' counsel and Class Counsel shall promptly furnish each other with any and all objections or written exclusion requests that may come into their possession on or before the Settlement Hearing. Nothing in this order shall limit the obligation of any party to give any notice required under the Settlement Agreement.

14. **Filing of Settlement Agreement.** A signed copy of the Settlement Agreement has been filed with the Court and is attached hereto. An original shall be filed with this Court as soon as practicable, but no later than five (5) days from the date of this Order.

15. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (i) the proposed settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (ii) the proposed settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason, or (iii) any other events set forth in Paragraph 15 of the AGREEMENT take place.

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In such event, the proposed settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the COURT'S orders, including this Order, shall be used or referred to for any purpose whatsoever.

16. **Effect on Settlement Agreement.** Nothing in this Order shall limit the rights or obligations of any party to the Settlement Agreement under the Settlement Agreement.

17. **Continuance of Hearing.** The Court reserves the right to continue the Settlement Hearing without further notice to the Class.

IT IS SO ORDERED.

SIGNED and ENTERED this 17th day of February, 2005.



HON. DOUGLAS L. COMBS,
Judge of the District Court

4:21 P.M.

CERTIFICATE OF TRUE COPY

State of Oklahoma } ss. In the Dist. Court
Pottawatomie County }
I, Reta Head, Court Clerk, Within and for the State
and County aforesaid do hereby certify that the
above foregoing is a full, true, correct and complete
copy of Order

In the above cause as fully as the same appears
on record and on file in my office.

WITNESS my hand as Clerk and official seal this
17 day of Feb., 2005

By Reta Head Court Clerk
Valerie Bond Deputy

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IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

HELEN SIKES, Individually and as
Class Representative on Behalf of all
Others Similarly Situated,

Plaintiff,

v.

FARMERS GROUP INC.; FARMERS
INSURANCE COMPANY, INC.; and
FARMERS INSURANCE EXCHANGE,

Defendants.

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CASE NO. CJ-03-1149

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 17th day of February, 2005, by and between (a) the Plaintiffs Helen Sikes, and Wayne G. Miller, individually, and on behalf of the Settlement Class (as defined below), the Class Counsel (as defined below), and the Plaintiffs' Counsel in the above-styled and numbered case; (b) Randy Hill, individually as Plaintiff in the case styled and numbered *Randy Hill v. Farmers Insurance Group of Companies, Farmers Insurance Company of Arizona, Angela Schneider, Jennifer Dickerson, and John Does 1-100*, Case No. CV 2004 00966, Second Judicial District Court, County of Bernalillo, State of New Mexico, and Plaintiff's counsel in Case No. CV 2004 00966, Ron Morgan, Whitney Buchanan and Tom Mescall, all of Albuquerque, New Mexico; (c) FARMERS (as defined below); and Farmers Group, Inc.

In consideration of the mutual covenants, conditions and provisions contained herein, and subject to Court approval pursuant to 12 O.S. § 2023, the Parties hereto, identified by their signature below, agree as follows:

EXHIBIT 1

SETTLEMENT AGREEMENT (FINAL)

1. RECITALS

1.1. The Settlement Class Members are a proposed class of individuals on whose behalf was filed the above styled and numbered case: *Helen Sikes, and Wayne G. Miller, Individually and as Class Representative on Behalf of All Others Similarly Situated v. Farmers Group, Inc., Farmers Insurance Company, Inc., and Farmers Insurance Exchange*, Case No. CJ-03-1149, In the District Court of Pottawatomie County, State of Oklahoma (hereinafter “*Sikes*”).

1.2. The Plaintiffs in *Sikes* assert claims based on the use of Colossus in valuing General Damages Payments for Bodily Injury Claims under private passenger automobile policies with Uninsured/Underinsured Motorist Coverage. Plaintiffs assert claims for breach of contract, including breach of the duty of good faith and fair dealing, and the tort of breach of the duty of good faith and fair dealing. Plaintiffs contend, on behalf of themselves, that they were not paid, in settlement of their uninsured/underinsured motorist claims all that they were legally entitled to recover for bodily injury damages from the owner or operator of an uninsured motor vehicle, or a reasonable amount in settlement of their uninsured/underinsured motorist claim for bodily injury damages. They assert the same claims on behalf of a putative class of claimants, and seek certification of a national class of similarly situated claimants.

1.3. Also pending is *Randy Hill v. Farmers Insurance Group of Companies, Farmers Insurance Company of Arizona, Angela Schneider, Jennifer Dickerson, and John Does 1-100*, Case No. CV 2004 00966, Second Judicial District Court, County of Bernalillo, State of New Mexico (hereinafter “*Hill*”). The Plaintiff in *Hill* alleges, on behalf of himself and a putative statewide class of New Mexico residents, claims for breach of contract claiming a violation of the covenants of

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insurance good faith and fair dealing, unfair claims practices, unfair trade practices, and breach of fiduciary duty.

1.4. The Parties in *Sikes* and *Hill* have engaged in extensive discovery, motion practice, and other litigation-related activities. The Plaintiffs in *Sikes* and *Hill*, the Class Counsel, and Plaintiffs' Counsel in *Sikes* and *Hill* have concluded, however, that further conduct of their respective cases would be protracted and expensive and that it is desirable that each of these cases, and all of the claims asserted therein, be fully, finally and forever settled upon the terms set forth in this Agreement.

1.5. The Defendants in *Sikes* and *Hill*, and FARMERS (as defined below) deny any and all liability for all of the claims made and asserted in those cases. The Defendants in these cases and FARMERS (as defined below) contend and affirmatively state that the automobile policies at issue only impose a contractual duty to "pay," and that such contractual duty to "pay" does not arise unless and until the Insured Person or Covered Person (as those terms are defined in the UM/UIM coverage provision) has established liability of the third party tortfeasor, causation, and the amount of the damages the Insured Person or Covered Person is "legally entitled to recover" from the third party tortfeasor. Additionally, and without limitation, the Defendants in each of these cases and FARMERS (as defined below) state that they have no contractual duty other than the duty to "pay;" deny that the use of Colossus is in any way improper, deny that any Defendant in any of these cases has any obligation to use or not use Colossus or any other tool in adjusting or estimating the value of claims; or has any obligation to disclose the use of Colossus or any other tool used in adjusting or estimating the value of claims; and deny that the use of Colossus constitutes a breach of contract, a breach of the duty of good faith and fair dealing, a violation of the insurance code of any state or a

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violation of any other statutory, common law, or contractual duty, or extracontractual duty. Defendants, and FARMERS (as defined below) deny that any class of claimants could be certified in a contested proceeding under 12 O.S. § 2023 as sought by Plaintiffs, and further expressly deny that, absent this Agreement, any multi-state class could be certified. The Defendants in each of these cases, and FARMERS (as defined below), however, also conclude that further conduct of each of these cases would be protracted and expensive and that it is desirable that each of these cases – *Sikes* and *Hill* - be fully, finally and forever settled in the manner and upon the terms set forth in this Agreement. This settlement is intended to limit further expense, inconvenience and distraction, and to buy peace. The Defendants in *Sikes* and *Hill*, and FARMERS (as defined below) subject to the terms and provisions set forth herein, enter into this Agreement while there has been no adverse determination by any court against any of these Defendants on the merits of any claims or causes of action alleged by any of the Plaintiffs in *Sikes* or *Hill* or in any other case.

1.6. There are also pending cases in the State of California and the State of Texas, wherein similar, if not identical, claims to those asserted in *Sikes* and *Hill* are also alleged, which cases are styled and numbered:

Cause No. 02-0082; *Peggy S. Domangue, et al. v. Mid-Century Insurance Company of Texas, et al.*; In the 71st Judicial District Court of Harrison County, Texas (hereinafter “*Domangue*”)

Lead Case No. BC 289 250; *In re Farmers Colossus Litigation*, In the Superior Court of California, County of Los Angeles (hereinafter “*In re Farmers Colossus Litigation*”)

The California Court in *In re Farmers Colossus Litigation* sustained a demurrer to the Plaintiffs’ class allegations, without leave to amend, on August 13, 2004 finding, *inter alia*:

... because plaintiffs’ disparate issues clearly predominate over any common issues, there is no reasonable possibility plaintiffs can plead

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a prima facie community of interest among class members. Disparate issues include that each class member had a different accident resulting in different injuries and damages, each member's claim was different, and each member was made a different offer at a different time. Resolution of each member's claim for damages will require an individual examination of the circumstances surrounding his or her claim for insurance benefits.

Ruling on Demurrer and Motion to Strike, 8/13/04, p. 8, lls. 5-11.

1.7. Class Counsel, the Plaintiffs' Counsel in *Sikes* and the Plaintiff's Counsel in *Hill* have considerable experience litigating class action claims of the type involved in *Sikes* and *Hill*. Class Counsel, the Plaintiffs' Counsel in *Sikes* and the Plaintiff's Counsel in *Hill* have analyzed the facts and law relevant to the respective cases in which they are counsel of record. Class Counsel, the Plaintiffs' Counsel in *Sikes* and the Plaintiff's Counsel in *Hill* recognize the substantial expense and delay associated with the continued prosecution of each of these cases through trial and through appeals. Further, Class Counsel, the Plaintiffs' Counsel in *Sikes* and the Plaintiff's Counsel in *Hill* are mindful of the problems of proof under, and possible defenses to, all claims made the basis of *Sikes* and *Hill*, including the defenses asserted by the Defendants in those cases in the pleadings on file in those cases.

1.8. Farmers Group, Inc. does not have a certificate of authority to do the business of insurance in any state, and did not write any policy of automobile insurance in any state.

1.9. The relief provided to the Settlement Class Members and the procedures set forth in this Agreement for the distribution of this relief provide fair, flexible, speedy, cost effective, and assured relief to the Settlement Class Members. Thus, this Agreement provides considerable benefit to the Settlement Class Members, while avoiding the costs and uncertainty of the litigation of difficult, contentious and doubtful issues.

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1.10. Based on the extensive analysis of the law and facts at issue in the cases by Class Counsel, the Plaintiffs' Counsel in *Sikes*, and the Plaintiff's Counsel in *Hill*; and the fair, flexible, speedy, cost-effective, and assured procedures for achieving the primary goal of the Class Representatives, the Plaintiffs in *Sikes* and in *Hill*, and the Settlement Class Members (that Defendants in *Sikes* and *Hill*, and FARMERS (as defined below) will cease using Colossus to determine the amount of General Damages to be paid to an Insured Person for an individual UM/UIM Bodily Injury Claim); and pursuant to the advice of Class Counsel, the Class Representatives have determined this settlement, on the terms set forth herein, is fair, adequate, and reasonable, and, thus, in the best interests of the Settlement Class Members. Likewise, the Plaintiffs in *Sikes* and *Hill*, pursuant to the advice of counsel, have determined this settlement, on the terms set forth herein, to be fair, adequate, and reasonable, and, thus, in the best interests of the Settlement Class Members.

1.11. The Parties hereto are desirous of entering into, and obtaining approval of this Agreement, pursuant to 12 O.S. § 2023, in order to fully and finally resolve, and to settle all claims and disputes arising out of, or related to the use of Colossus in adjusting UM/UIM Bodily Injury Claims.

2. DEFINITIONS

When used in this Settlement Agreement, the following terms shall mean:

2.1. "AGREEMENT" means this Settlement Agreement.

2.2. "BODILY INJURY CLAIM" means an Uninsured/Underinsured Motorists ("UM/UIM") claim paid by FARMERS during the CLASS PERIOD to an INSURED PERSON under a policy of private passenger automobile insurance written by FARMERS: (a) for which

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UM/UIM claim COLOSSUS was used by the adjuster, according to the books and records of FARMERS, in the process of determining the amount of the GENERAL DAMAGES PAYMENT; and (b) that GENERAL DAMAGES PAYMENT was made, during the CLASS PERIOD, to an INSURED PERSON, as determined by and in the amount reflected by the books and records of FARMERS. BODILY INJURY CLAIM does not include: (a) any UM/UIM claim for which suit was filed, and a final judgment was entered by any court, in accordance with a verdict, in accordance with a decision of the court following a bench trial, in accordance with a summary final disposition by way of summary judgment, directed verdict, or judgment on the pleadings, or which was otherwise fully and finally disposed of; (b) any UM/UIM claim (1) paid as a result of an arbitration decision made pursuant to an arbitration provision in a FARMERS private passenger automobile policy or (2) for which an arbitration award of \$0.00 was entered, pursuant to an arbitration provision in a FARMERS private passenger automobile policy; or (c) any UM/UIM claim that was settled for the amount equal to or greater than the policy limits of the available uninsured/underinsured motorist coverage in the FARMERS policy. FARMERS has identified each of the above described BODILY INJURY CLAIMS based upon the books and records maintained by FARMERS, and BODILY INJURY CLAIMS are limited to those identified by FARMERS from its books and records, which records are summarized with the total number of BODILY INJURY CLAIMS (by year and state) which are the subject of this AGREEMENT, and as set forth in Exhibit A attached hereto and made a part hereof, and with respect to the total amounts of GENERAL DAMAGES PAYMENTS for BODILY INJURY CLAIMS (by year and state) which are the subject of this AGREEMENT, and summarized as set forth in Exhibit B attached hereto and made a part hereof.

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2.3. "BODILY INJURY CLAIM CLASS" means the class conditionally certified for purposes of settlement only, and in accordance with the terms of this AGREEMENT only, which is described as INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS which are summarized on Exhibits A and B attached hereto and made a part hereof. The BODILY INJURY CLAIM CLASS shall consist of two subclasses described as follows:

SUBCLASS 1: INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS, and who, according to the books and records of FARMERS: (a) were represented by an attorney; and (b) executed a release of their claim to FARMERS; and

SUBCLASS 2: INSURED PERSONS who do not fall within the definition of SUBCLASS 1, and who, according to the books and records of FARMERS, were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS.

2.4. "BUSINESS DAY" means any day on which national banks are open for the conduct of general business.

2.5. "CLAIM CLOSE DATE" shall mean the date set by the COURT which is the deadline for BODILY INJURY CLAIM CLASS Members to deposit in the United States Mail a CLAIM FORM or PROOF OF CLAIM form, which date shall be one hundred twenty (120) days following the PRELIMINARY APPROVAL DATE.

2.6. "CLAIM FORM" shall mean the form attached hereto as Exhibit C.

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2.7. "CLASS COUNSEL" means:

Reggie N. Whitten
Jason E. Roselius
Simone Gosnell Fulmer
WHITTEN NELSON MCGUIRE TERRY & ROSELIUS
Suite 400, One Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

-and-

Terry W. West
Bradley C. West
THE WEST LAW FIRM
124 West Highland
Shawnee, Oklahoma 74801

-and-

Ron Parry
PARRY DERRING FUTSCHER & SPARKS
411 Garrard Street
P.O. Box 2618
Covington, Kentucky 41012

-and-

Mark E. Bialick
Rodney D. Stewart
DURBIN LARIMORE & BIALICK
920 North Harvey
Oklahoma City, Oklahoma 73102

-and-

Michael Burrage
BURRAGE LAW FIRM
Suite 100, First United Center
115 N. Washington
P.O. Box 1727
Durant, Oklahoma 74701

2.8. "CLASS NOTICE" means the initial form of COURT-approved notice, in the form attached hereto as Exhibit D. As described more fully below, the CLASS NOTICE is an individual written notice mailed to the members of the BODILY INJURY CLAIM CLASS.

2.9. "CLASS PERIOD" means the period from July 17, 2000 to the EFFECTIVE DATE.

2.10. "CLASS REPRESENTATIVES" mean Helen Sikes, and Wayne G. Miller.

2.11. "COLOSSUS" means the computer software program known as "COLOSSUS," licensed by Computer Sciences Corporation, and used by some employees of Farmers Insurance Exchange to adjust or otherwise evaluate some BODILY INJURY CLAIMS for FARMERS.

2.12. "COURT" means the District Court of Pottawatomie County, State of Oklahoma; Case No. CJ-03-1149; *Helen Sikes, Individually and as Class Representative on Behalf of All Others Similarly Situated v. Farmers Group Inc.; Farmers Insurance Company, Inc.; and Farmers Insurance Exchange.*

2.13. "EFFECTIVE DATE" means the date that this AGREEMENT is finally approved by the COURT, the AGREEMENT has not terminated pursuant to paragraph 15.1, and neither FARMERS nor FGI have given a Notice of Termination as provided in paragraph 15.2. This AGREEMENT shall be finally approved only after the COURT has entered the FINAL ORDER AND JUDGMENT, substantially in the form attached hereto as Exhibit E, and the time for perfecting an appeal of such FINAL ORDER AND JUDGMENT under 12 O.S. § 990A, or other applicable statute and/or rule, has expired, with no appeal taken; any appeal taken has been dismissed; or the FINAL ORDER AND JUDGMENT is affirmed and not subject to further review by any court with jurisdiction over the case.

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2.14. "FAIRNESS HEARING" means the hearing to be conducted by the COURT pursuant to 12 O.S. § 2023 to consider the fairness, adequacy, and reasonableness of this AGREEMENT.

2.15. "FARMERS" means and includes only those following specifically identified insurers, and only in those states shown opposite their name where they write private passenger automobile insurance, and only includes such insurers in the identified state if that insurer wrote policies of private passenger automobile insurance which included a provision for Uninsured/Underinsured or Uninsured Motorist Coverage during the CLASS PERIOD:

<u>STATE</u>	<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Alabama	Farmers Insurance Exchange Mid-Century Insurance Company
Arizona	Farmers Insurance Company of Arizona Mid-Century Insurance Company
Arkansas	Farmers Insurance Company, Inc. Mid-Century Insurance Company
California	Farmers Insurance Exchange Mid-Century Insurance Company Truck Insurance Exchange
Colorado	Farmers Insurance Exchange Mid-Century Insurance Company
Connecticut	Truck Insurance Exchange
Georgia	Farmers Insurance Exchange Civic Property and Casualty Company
Idaho	Farmers Insurance Company of Idaho Mid-Century Insurance Company
Illinois	Illinois Farmers Insurance Company Mid-Century Insurance Company
Indiana	Illinois Farmers Insurance Company Mid-Century Insurance Company
Iowa	Farmers Insurance Company, Inc. Mid-Century Insurance Company
Kansas	Farmers Insurance Company, Inc. Mid-Century Insurance Company

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<u>STATE</u>	<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Kentucky	Farmers Insurance Exchange
Louisiana	Farmers Insurance Exchange
Maine	Farmers Insurance Exchange
Maryland	Farmers New Century Insurance Company
Michigan	Farmers Insurance Exchange Mid-Century Insurance Company
Minnesota	Illinois Farmers Insurance Company Mid-Century Insurance Company
Mississippi	Farmers Insurance Exchange
Missouri	Farmers Insurance Company, Inc. Mid-Century Insurance Company
Montana	Farmers Insurance Exchange Mid-Century Insurance Company
Nebraska	Farmers Insurance Exchange Mid-Century Insurance Company
Nevada	Farmers Insurance Exchange Mid-Century Insurance Company
New Hampshire	Farmers Insurance Exchange
New Mexico	Farmers Insurance Company of Arizona Mid-Century Insurance Company
New York	Farmers New Century Insurance Company Truck Insurance Exchange
North Carolina	Farmers Insurance Exchange
North Dakota	Farmers Insurance Exchange Mid-Century Insurance Company
Ohio	Mid-Century Insurance Company Farmers Insurance of Columbus, Inc.
Oklahoma	Farmers Insurance Company, Inc. Mid-Century Insurance Company
Oregon	Farmers Insurance Company of Oregon Mid-Century Insurance Company
Pennsylvania	Farmers New Century Insurance Company Civic Property and Casualty Company
South Dakota	Farmers Insurance Exchange Mid-Century Insurance Company
Tennessee	Farmers Insurance Exchange Mid-Century Insurance Company

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<u>STATE</u>	<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Texas	Farmers Texas County Mutual Insurance Company Mid-Century Insurance Company of Texas Texas Farmers Insurance Company
Utah	Farmers Insurance Exchange Mid-Century Insurance Company
Virginia	Farmers Insurance Exchange Mid-Century Insurance Company
Washington	Farmers Insurance Company of Washington Mid-Century Insurance Company
Wisconsin	Farmers Insurance Exchange Mid-Century Insurance Company
Wyoming	Farmers Insurance Exchange Mid-Century Insurance Company

In applying this AGREEMENT to a specific BODILY INJURY CLAIM, FARMERS shall refer to the insurer listed above that wrote the insurance policy under which the BODILY INJURY CLAIM was made. "FARMERS" also includes, for purposes of this AGREEMENT, Maryland Casualty Company, Northern Insurance Company of New York, Assurance Company of America, Valiant Insurance Company, Maryland Insurance Company, National Standard Insurance Company, Maine Bonding and Casualty Company, Maryland Lloyds and Civic Property and Casualty Company for GENERAL DAMAGES PAYMENTS paid during the CLASS PERIOD for UM/UIM claims adjusted by Farmers Insurance Exchange under policies written by these companies, and for which the GENERAL DAMAGES PAID for those companies appear on the books and records of FARMERS summarized on Exhibit B. FARMERS does not include Farmers Group, Inc.

2.16. "FARMERS CLAIMS ADMINISTRATOR" means Rust Consulting, Inc., 501 Marquette Avenue, Suite 700, Minneapolis, Minnesota 55402 which will (1) process CLAIM FORMS and make payments to Class Members who properly submit CLAIM FORMS in

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accordance with the requirements of this AGREEMENT; (2) forward any PROOF OF CLAIM FORMS to Farmers Insurance Exchange for SUBCLASS 2 re-evaluations; and (3) collect opt-outs and report the same to the COURT.

2.17. "FGP" means Farmers Group, Inc.

2.18. "FINAL ORDER AND JUDGMENT" means the FINAL ORDER AND JUDGMENT to be entered by the COURT in substantially the form attached hereto as Exhibit E, approving this AGREEMENT as fair, adequate, and reasonable under 12 O.S. § 2023, approving certification of the BODILY INJURY CLAIM CLASS and the INJUNCTIVE RELIEF CLASS, for settlement purposes only, and making such other findings and determinations as the COURT deems necessary and appropriate to effectuate the terms of this AGREEMENT.

2.19. "GENERAL DAMAGES" means that amount of money representing only those specific elements of bodily injury damages (including, but not limited to, pain and suffering, permanent impairment, disability and loss of enjoyment of life which an insured person may be legally entitled to recover as damages from a tortfeasor in that person's jurisdiction) evaluated using COLOSSUS and paid by FARMERS to an INSURED PERSON during the CLASS PERIOD, for that INSURED PERSON'S individual BODILY INJURY CLAIM during the CLASS PERIOD, as determined solely from the books and records of FARMERS.

2.20. "GENERAL DAMAGES PAID" means the total amount of \$150,897,498.31, which amount is the total sum of GENERAL DAMAGES that is the subject of this AGREEMENT, and no more, which were paid as GENERAL DAMAGES by FARMERS to INSURED PERSONS, during the CLASS PERIOD, for all of the BODILY INJURY CLAIMS that are the subject of this AGREEMENT, based upon the books and records of FARMERS, and which total amount is

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summarized (by state and year) in Exhibit B attached hereto and made a part hereof. If a GENERAL DAMAGES PAYMENT was made for a BODILY INJURY CLAIM following November 9, 2004, the date of Exhibits A and B, but prior to the EFFECTIVE DATE, it will be deemed to be included in the GENERAL DAMAGES PAID total and will be subject to this AGREEMENT.

2.21. "GENERAL DAMAGES PAYMENT" means that individual amount of GENERAL DAMAGES paid to an INSURED PERSON, during the CLASS PERIOD, under a FARMERS policy, as shown on the books and records of FARMERS, as the GENERAL DAMAGES for that individual INSURED PERSON'S BODILY INJURY CLAIM which is the subject of this AGREEMENT.

2.22. "INITIAL NOTICE DATE" means the date that is forty-five (45) days after the PRELIMINARY APPROVAL DATE, by which date the CLASS NOTICE is to be deposited in the United States Mail to the BODILY INJURY CLAIM CLASS Members under paragraph 8 of this AGREEMENT.

2.23. "INJUNCTIVE RELIEF CLASS" means all INSURED PERSONS under a private passenger automobile insurance policy written by FARMERS during the CLASS PERIOD, which included Uninsured/Underinsured Motorist Coverage, and which coverage was not rejected under any applicable state or states' law.

2.24. "INSURED PERSON" includes a "COVERED PERSON," and those terms shall have the same meaning as those two terms are defined in the definitions of the provision for Uninsured/Underinsured or Uninsured Motorist coverage in the various automobile policies written by FARMERS.

2.25. "PARTICIPATING PLAINTIFF" means Plaintiff Randy Hill from *Hill*.

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2.26. "PARTICIPANTS" mean the following insurers who will participate in this AGREEMENT subject to the terms and provisions of, and only upon the express conditions contained in paragraph 6 of this AGREEMENT. The PARTICIPANTS will participate in this AGREEMENT only in those states where such PARTICIPANT (1) has a certificate to do the business of writing private passenger automobile insurance; and (2) wrote, during the CLASS PERIOD, policies of private passenger automobile insurance that contained UM/UIM coverage:

<u>STATE</u>	<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Alabama	Farmers Insurance Exchange Mid-Century Insurance Company
Arizona	Farmers Insurance Company of Arizona Mid-Century Insurance Company
Arkansas	Mid-Century Insurance Company
California	Farmers Insurance Exchange Mid-Century Insurance Company Truck Insurance Exchange
Colorado	Farmers Insurance Exchange Mid-Century Insurance Company
Connecticut	Truck Insurance Exchange
Georgia	Farmers Insurance Exchange
Idaho	Farmers Insurance Company of Idaho Mid-Century Insurance Company
Illinois	Illinois Farmers Insurance Company Mid-Century Insurance Company
Indiana	Illinois Farmers Insurance Company Mid-Century Insurance Company
Iowa	Mid-Century Insurance Company
Kansas	Mid-Century Insurance Company
Kentucky	Farmers Insurance Exchange
Louisiana	Farmers Insurance Exchange
Maine	Farmers Insurance Exchange
Maryland	Farmers New Century Insurance Company
Michigan	Farmers Insurance Exchange Mid-Century Insurance Company
Minnesota	Illinois Farmers Insurance Company Mid-Century Insurance Company

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<u>STATE</u>	<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Mississippi	Farmers Insurance Exchange
Missouri	Mid-Century Insurance Company
Montana	Farmers Insurance Exchange Mid-Century Insurance Company
Nebraska	Farmers Insurance Exchange Mid-Century Insurance Company
Nevada	Farmers Insurance Exchange Mid-Century Insurance Company
New Hampshire	Farmers Insurance Exchange
New Mexico	Farmers Insurance Company of Arizona Mid-Century Insurance Company
New York	Farmers New Century Insurance Company Truck Insurance Exchange
North Carolina	Farmers Insurance Exchange
North Dakota	Farmers Insurance Exchange Mid-Century Insurance Company
Ohio	Mid-Century Insurance Company Farmers Insurance of Columbus, Inc.
Oklahoma	Mid-Century Insurance Company
Oregon	Farmers Insurance Company of Oregon Mid-Century Insurance Company
Pennsylvania	Farmers New Century Insurance Company
South Dakota	Farmers Insurance Exchange Mid-Century Insurance Company
Tennessee	Farmers Insurance Exchange Mid-Century Insurance Company
Texas	Farmers Texas County Mutual Insurance Company Mid-Century Insurance Company of Texas Texas Farmers Insurance Company
Utah	Farmers Insurance Exchange Mid-Century Insurance Company
Virginia	Farmers Insurance Exchange Mid-Century Insurance Company
Washington	Farmers Insurance Company of Washington Mid-Century Insurance Company
Wisconsin	Farmers Insurance Exchange Mid-Century Insurance Company
Wyoming	Farmers Insurance Exchange Mid-Century Insurance Company

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2.27. "PLAINTIFF'S COUNSEL" and "PLAINTIFFS' COUNSEL," when used herein, include the specific individual attorney or attorneys referred to, and his or her, or their, respective law firm or firms and any successor law firms.

2.28. "PRELIMINARY APPROVAL DATE" means the date that the COURT enters its Order granting the Motion for Preliminary Approval of the Proposed Class Settlement and Approval of Notice to BODILY INJURY CLAIM CLASS Members, in a form substantially similar to that attached hereto as Exhibit F.

2.29. "PRELIMINARY ORDER" means the Order of the COURT granting the Motion for Preliminary Approval of the Proposed Class Settlement and Approval of Notice to BODILY INJURY CLAIM CLASS Members in a form substantially similar to that attached hereto as Exhibit F.

2.30. "PROOF OF CLAIM" shall mean the form attached hereto as Exhibit G.

2.31. "RELEASED CLAIMS" mean and include any and all claims, demands, causes of action, claims for relief or demands for money, of any kind or nature whatsoever, now known or unknown, asserted or unasserted including, but not limited to, legal, equitable, statutory, or common law causes of action, and whether sounding in tort or contract, that have been, or that could have been asserted by any member of the BODILY INJURY CLAIM CLASS and/or the CLASS REPRESENTATIVES and/or PARTICIPATING PLAINTIFFS against FARMERS or FGI in *Sikes* or *Hill*, or in any other action or proceeding, in any other state, directly or indirectly arising from, in connection with, or related in any way to FARMERS' use of COLOSSUS in adjusting or otherwise evaluating BODILY INJURY CLAIMS at any time up to and including the EFFECTIVE DATE.

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The claims, demands, causes of action, and theories of recovery being released include, but are not limited to, any and all demands, claims, suits, actions, causes of action, covenants, liens, debts, assessments, liabilities, judgments, settlements, fines, punitive/exemplary damages, costs, damages, loss of service, loss of use, lost wages, compensation, premiums, penalties and expenses (including, without limitation, all legal fees, interest and penalties), of any and every character and nature whatsoever, which are known or unknown, which are now existing or that might arise in the future, including but not limited to:

- a. all claims for breach of contract or any covenants arising out of contract;
- b. all claims for negligence, including simple negligence, gross negligence, and negligence per se;
- c. all claims for or based on intentional acts and/or torts;
- d. all claims for or based on strict liability;
- e. all claims for violations of or based on the insurance code or any unfair claims practices statutes of any state;
- f. all claims for violations of or based on any state or federal consumer protection act or statute, or any state or federal unfair competition statute, or any false or misleading advertising statute;
- g. all claims for fraud, or misrepresentation, and all other claims based on any sort of alleged statements, misstatement, or misleading act or omission, regardless of how those claims are characterized;
- h. all claims for breach of the duty of good faith and fair dealing, bad faith, and/or breach of fiduciary duty;
- i. all BODILY INJURY CLAIMS and all other claims seeking damages based on the use of COLOSSUS in adjusting or otherwise evaluating a BODILY INJURY CLAIM, regardless of how those claims are characterized;
- j. all claims for or based on any alleged conspiracy;

and all other claims and causes of action, including but not limited to all claims sounding in contract and/or tort, all derivative claims and causes of action and other claims and causes of action asserted in a representative capacity, incurred or to be incurred, which are directly or indirectly attributable to, related to, concerning, on account of, or arising out of Plaintiffs' claims made the basis of *Sikes* or *Hill*; or FARMERS' use of COLOSSUS in adjusting, or otherwise evaluating or paying BODILY INJURY CLAIMS.

2.32. "SETTLEMENT CLASS MEMBERS" refers collectively to the members of the BODILY INJURY CLAIM CLASS, and the members of the INJUNCTIVE RELIEF CLASS.

2.33. "UM/UIM" means uninsured/underinsured motorist.

3. THE CLASS

3.1. Plaintiffs shall amend their Motion for Class Certification to request the conditional certification of the classes described in paragraphs 3.2 and 3.5 below, which classes shall be certified for settlement purposes only, subject to all of the terms and provisions of this AGREEMENT.

3.2. The BODILY INJURY CLAIM CLASS is comprised of INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS summarized in Exhibits A and B attached hereto and made a part hereof. The BODILY INJURY CLAIM CLASS consists of the two subclasses described as follows:

SUBCLASS 1: INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS, and who, according to the books and records of FARMERS: (a) were represented by an attorney and (b) executed a release of their claim to FARMERS; and

SUBCLASS 2: INSURED PERSONS who do not fall within the definition of SUBCLASS 1 and who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS.

3.3. The Proposed CLASS REPRESENTATIVES for the BODILY INJURY CLAIM CLASS are:

SUBCLASS 1: Plaintiff Wayne G. Miller; and

SUBCLASS 2: Plaintiff Helen Sikes.

3.4. The BODILY INJURY CLAIM CLASS shall be certified for settlement purposes only (1) pursuant to the terms of this AGREEMENT; and (2) pursuant to 12 O.S. § 2023(B)(3).

3.5. The INJUNCTIVE RELIEF CLASS is comprised of all INSURED PERSONS under a private passenger automobile insurance policy written by FARMERS during the CLASS PERIOD, which included Uninsured/Underinsured Motorist Coverage, and which coverage was not rejected under any applicable state or states' law.

3.6. The INJUNCTIVE RELIEF CLASS REPRESENTATIVES are Plaintiffs Helen Sikes, and Wayne G. Miller.

3.7. The INJUNCTIVE RELIEF CLASS shall be certified for settlement purposes only: (1) pursuant to the terms of this AGREEMENT; and (2) pursuant to 12 O.S. § 2023(B)(2) without notice to INJUNCTIVE RELIEF CLASS Members or the right to request exclusion.

4. CLAIMS MADE PROCESS FOR PAYMENT TO BODILY INJURY CLAIM CLASS MEMBERS

4.1. The members of the BODILY INJURY CLAIM CLASS, described in paragraph 3.2 above, shall be determined as of the EFFECTIVE DATE and shall include each person who is sent the individual CLASS NOTICE, pursuant to paragraph 8, and who has not submitted a duly executed

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request for exclusion, as provided in paragraph 14 of this AGREEMENT. Prior to the time of the FAIRNESS HEARING, a list identifying the members of the BODILY INJURY CLAIM CLASS who requested exclusion pursuant to paragraph 14 will be filed by the FARMERS CLAIM ADMINISTRATOR.

4.2. Class Members of SUBCLASS 1 who submit a CLAIM FORM, shall be entitled to receive a payment equal to 7.5% of the amount of the GENERAL DAMAGES PAYMENT made by FARMERS during the CLASS PERIOD to that Class Member of SUBCLASS 1 for that Class Member's BODILY INJURY CLAIM, up to the remaining policy limits of the UM/UIM coverage available under the applicable FARMERS policy, subject to the following terms and conditions:

- a. To be entitled to payment, each Class Member must submit a CLAIM FORM to the FARMERS CLAIMS ADMINISTRATOR;
- b. The CLAIM FORM must be personally signed by the Class Member making the claim, or someone legally authorized to sign on behalf of the Class Member as an administrator, devisee, predecessor, successor, representative of any kind, assignee or otherwise, and his/her signature must be notarized before a notary public or other officer authorized to administer oaths;
- c. A completed and duly executed CLAIM FORM must be deposited in the United States mail, postage prepaid, and postmarked on or before midnight on the CLAIM CLOSE DATE;
- d. A CLAIM FORM which does not comply with the provisions of paragraphs 4.2(a) and (b), or is not postmarked on or before midnight of the CLAIM CLOSE DATE pursuant to paragraph 4.2(c) shall not entitle a Class Member to any payment under paragraph 4.2; and
- e. Class Members in SUBCLASS 1 are not eligible for any relief available to SUBCLASS 2.

On or before ninety (90) days following the expiration of the CLAIMS CLOSE DATE, FARMERS CLAIMS ADMINISTRATOR shall mail to each Class Member of SUBCLASS 1 who has

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submitted a CLAIM FORM, in accordance with the provisions of paragraph 4.2(a)–(c), a check in the amount due to that Class Member under the terms and provisions of this AGREEMENT.

4.3. Class Members of SUBCLASS 2 shall be entitled to either (1) receive a payment equal to 12.5% of the amount of the GENERAL DAMAGES PAYMENT made by FARMERS, during the CLASS PERIOD, to that Class Member of SUBCLASS 2 for that Class Member's BODILY INJURY CLAIM, up to the policy limits of the UM/UIM coverage available under the applicable FARMERS policy by submitting a CLAIM FORM; or (2) request a re-evaluation of the amount of the GENERAL DAMAGES PAYMENT made by FARMERS, during the CLASS PERIOD, to that Class Member of SUBCLASS 2 for the Class Member's BODILY INJURY CLAIM by submitting a PROOF OF CLAIM FORM, but not both.

4.4. To be entitled to a payment of 12.5% of the amount of the GENERAL DAMAGES PAYMENT made by FARMERS, during the CLASS PERIOD, to that Class Member of SUBCLASS 2 for that Class Member's BODILY INJURY CLAIM, up to the remaining policy limits of the UM/UIM coverage available under the applicable FARMERS policy, the Class Member must:

- a. Submit a CLAIM FORM to the FARMERS CLAIMS ADMINISTRATOR;
- b. The CLAIM FORM must be personally signed by the Class Member making the claim, or someone legally authorized to sign on behalf of the Class Member as an administrator, devisee, predecessor, successor, representative of any kind, assignee or otherwise, and his/her signature must be notarized before a notary public or other officer authorized to administer oaths;
- c. A completed and duly executed CLAIM FORM must be deposited in the United States mail, postage prepaid, and postmarked on or before midnight on the CLAIM CLOSE DATE; and
- d. A CLAIM FORM which does not comply with the provisions of paragraphs 4.4(a) and (b), or is not postmarked on or before midnight of the CLAIM

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CLOSE DATE pursuant to paragraph 4.4(c) shall not entitle a Class Member to any payment under paragraph 4.4, however that Class Member of SUBCLASS 2 may elect to request a re-evaluation of the GENERAL DAMAGES PAYMENT pursuant to and in compliance with the provisions of paragraph 4.4.

On or before ninety (90) days following the expiration of the CLAIMS CLOSE DATE, the FARMERS CLAIMS ADMINISTRATOR shall mail each Class Member of SUBCLASS 2, who has submitted a CLAIM FORM in accordance with the provisions of paragraph 4.4(a)-(c), a check in the amount of 12.5% of the GENERAL DAMAGES PAYMENT due to that Class Member under the terms and provisions of this AGREEMENT.

4.5. A Class Member of SUBCLASS 2, who does not elect the payment described in paragraph 4.4 above, may request a re-evaluation of the amount of the GENERAL DAMAGES PAYMENT made by FARMERS to that Class Member as follows:

- a. The Class Member electing a re-evaluation must complete the PROOF OF CLAIM form and submit it to the FARMERS CLAIMS ADMINISTRATOR;
- b. The PROOF OF CLAIM form must be personally signed by the Class Member who made the BODILY INJURY CLAIM, or someone legally authorized to sign on behalf of the Class Member as an administrator, devisee, predecessor, successor, representative of any kind, assignee or otherwise, and his/her signature must be notarized before a notary public or other officer authorized to administer oaths;
- c. A completed and duly executed PROOF OF CLAIM form must be deposited in the United States mail, postage prepaid, and be postmarked on or before midnight on the CLAIMS CLOSE DATE;
- d. A PROOF OF CLAIM form which does not comply with the provisions of paragraphs 4.5(a) and (b), or is not postmarked on or before midnight of the CLAIM CLOSE DATE pursuant to paragraph 4.5(c) shall not entitle a Class Member to either payment, or re-evaluation under paragraph 4.5; and
- e. Any Class Member who elects a re-evaluation of the GENERAL DAMAGES PAYMENT surrenders any right to payment under this AGREEMENT except as provided in paragraph 4.6.

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4.6. A Class Member of SUBCLASS 2 who, in compliance with the provisions of paragraph 4.5, has timely submitted a duly completed PROOF OF CLAIM shall be entitled to a re-evaluation of the GENERAL DAMAGES PAYMENT made by FARMERS for the BODILY INJURY CLAIM as follows:

- a. The GENERAL DAMAGES PAYMENT for the BODILY INJURY CLAIM will be re-evaluated (1) without utilization of COLOSSUS; (2) based upon the policy and any materials in the claim file and such additional information as is submitted by the INSURED PERSON;
- b. The re-evaluation will be conducted by an experienced claims adjuster employed by Farmers Insurance Exchange who shall determine whether the GENERAL DAMAGES PAYMENT represents a fair and reasonable settlement of the GENERAL DAMAGES portion of the "damages" the INSURED PERSON would have been "legally entitled to recover" from the third party tortfeasor in the jurisdiction where the claim was paid. If upon re-evaluation, the claims adjuster determines that an additional payment for GENERAL DAMAGES should be made to the INSURED PERSON, the claims adjuster shall then determine an amount, which shall not be greater than 25% of the GENERAL DAMAGES PAYMENT made to the INSURED PERSONS and which shall not be greater than the policy limits of the UM/UIM coverage available under the FARMERS policy, as additional compensation under the terms of this AGREEMENT.
- c. The re-evaluation shall be completed within 120 days of the date the PROOF OF CLAIM FORM is submitted, and Farmers Insurance Exchange shall give notice to the Member of the BODILY INJURY CLAIM CLASS of the amount of the award, if any, which notice shall be conclusive as to the amount of the compensation, and include with that notice a check in the amount, if any, of such additional compensation.

4.7. Notwithstanding anything else in this AGREEMENT, for each Member of the BODILY INJURY CLAIM CLASS, the additional payment, if any, such Member is entitled to receive under paragraph 4 of this AGREEMENT shall be limited by the remaining policy limits of the UM/UIM coverage available under the applicable FARMERS policy for such Member's BODILY INJURY CLAIM, such that, for each Member of the BODILY INJURY CLAIM CLASS,

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the sum of the GENERAL DAMAGES PAYMENT and the additional payment under paragraph 4 of this AGREEMENT shall be less than or equal to such policy limits.

5. INJUNCTIVE RELIEF

5.1. The Parties agree that the COURT enter a permanent injunction which, subject to the terms and conditions of this AGREEMENT, enjoins FARMERS from the use of COLOSSUS to determine the amount of the GENERAL DAMAGES to be paid to an INSURED PERSON for an individual BODILY INJURY UM/UIM CLAIM made under private passenger automobile policies written by FARMERS.

5.2. The injunction shall remain in force and effect until (1) it is set aside by the COURT; (2) set aside in another state pursuant to that state's law; or (3) a change is made in the laws; whether federal law, state law, or by a rule or regulation of a state's department of insurance or other regulatory authority with jurisdiction which expressly permits the use of COLOSSUS as a tool in determining the amount of GENERAL DAMAGES, or as a permissible tool in determining the GENERAL DAMAGES to be paid an INSURED PERSON for a BODILY INJURY CLAIM. In the event of such specific change in the law, as described herein, this injunction shall be dissolved only in that jurisdiction and none other by operation of law upon the effective date of that specific change in the law.

5.3. The Parties agree that this injunction (1) does not prohibit the use of COLOSSUS for non-UM/UIM claims; and (2) does not otherwise prohibit the use of COLOSSUS by FARMERS for any other purpose, and that FARMERS shall be entitled to use or otherwise employ COLOSSUS for any other purpose including, but not limited to, the collection, recording, assimilation, dissemination,

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analysis, reporting, study, and compilation of claims data, and its unlimited use on claims other than UM/UIM.

6. TERMS AND CONDITIONS FOR PARTICIPATION IN THE AGREEMENT

6.1. The Defendants before the COURT are Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Farmers Group, Inc. The only Defendant before the COURT which wrote private passenger automobile insurance in Oklahoma during the CLASS PERIOD is Farmers Insurance Company, Inc., which also writes such insurance in Arkansas, Kansas, Iowa and Missouri. Farmers Insurance Company, Inc. does not write private passenger automobile insurance in any other state. Farmers Insurance Exchange does not write private passenger automobile insurance in Oklahoma, Arkansas, Kansas, Iowa or Missouri. Farmers Group, Inc. does not have a certificate of authority to write insurance in any state, and did not write any auto policy subject to this lawsuit.

6.2. With the exception of: (1) Farmers Insurance Exchange and Truck Insurance Exchange, which write other lines of insurance in the State of Oklahoma, and (2) Mid-Century Insurance Company, which is not named as a Defendant in this case; none of the PARTICIPANTS do business in the State of Oklahoma and none of the PARTICIPANTS are subject to *in personam* jurisdiction in the courts of the State of Oklahoma. But for PARTICIPANTS agreement to participate in this AGREEMENT, the settlement contemplated hereby could not be made, completed, or implemented in this state or any other state.

6.3. The PARTICIPANTS agree to participate in this AGREEMENT with the express understanding, agreement and stipulation by CLASS COUNSEL, the CLASS REPRESENTATIVES, and the Plaintiffs and PLAINTIFFS' COUNSEL in *Sikes and Hill*, which understanding, agreement and stipulation is also intended to be, and shall be binding upon the

SETTLEMENT AGREEMENT (FINAL)

SETTLEMENT CLASS MEMBERS, and the Plaintiffs and the PLAINTIFFS' COUNSEL in *Sikes* and *Hill* that:

- a. PARTICIPANTS' participation in this AGREEMENT will only occur in the state or states where the PARTICIPANT wrote private passenger automobile insurance during the CLASS PERIOD;
- b. with the exception of Mid-Century Insurance Company and Farmers Insurance Company, Inc., who do business in Oklahoma, none of the PARTICIPANTS' acts undertaken to effectuate and complete the terms of the AGREEMENT in their respective state or states shall constitute the doing of business in Oklahoma, or the doing of the business of insurance in the State of Oklahoma;
- c. CLASS COUNSEL, the CLASS REPRESENTATIVES, individually and on behalf of the SETTLEMENT CLASS MEMBERS, Plaintiffs and PLAINTIFFS' COUNSEL in *Sikes* and *Hill*, each agree that none of them shall claim, allege, contend, assert, complain or plead in any suit, matter, action or proceeding, in any court (state or federal) in Oklahoma or elsewhere, that the participation in this AGREEMENT by the PARTICIPANTS or any of them (1) constitutes the doing of business, or the business of insurance in the State of Oklahoma or any other state other than the state where that insurer is licensed to, and wrote private passenger automobile insurance during the CLASS PERIOD; (2) subjects PARTICIPANTS to the jurisdiction of the courts of the State of Oklahoma; (3) constitutes a general appearance or consent to jurisdiction in the State of Oklahoma; (4) waives any right to contest jurisdiction; (5) obligates PARTICIPANTS beyond the express terms and provisions of this AGREEMENT; (6) gives rise to any joint and several liability by, between or among the PARTICIPANTS in this case or any other action, suit, matter or proceeding; (7) gives rise to any partnership, joint venture, or other association by, among and between PARTICIPANTS in this case, or any other action, suit, matter or proceeding; (8) alters PARTICIPANTS' relation as "affiliates" as defined under the various states' Holding Company System Regulatory Acts; (9) subjects PARTICIPANTS to liability for acts or omissions by any other PARTICIPANT.

6.4. The FINAL ORDER AND JUDGMENT shall contain findings by the COURT for all the factual matters listed in paragraph 6.3, which shall be binding upon all SETTLEMENT CLASS MEMBERS.

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6.5. PARTICIPANTS shall not be required to enter an appearance as Defendants in this case, but shall make a limited and special appearance for the sole purpose of participating in the AGREEMENT, and to effectuate the terms and provisions of the AGREEMENT in their respective states.

6.6. It is agreed that, upon the EFFECTIVE DATE, the PARTICIPANTS will make a limited appearance in *Sikes* for the sole and exclusive purpose of effectuating this AGREEMENT and for providing the benefits of the settlement to the SETTLEMENT CLASS MEMBERS.

6.7. No SETTLEMENT CLASS MEMBERS, nor CLASS COUNSEL, nor any substitute counsel for the BODILY INJURY CLAIM CLASS, the INJUNCTIVE RELIEF CLASS, or any other proposed class consisting of one or more members of the BODILY INJURY CLAIM CLASS and/or the INJUNCTIVE RELIEF CLASS shall be entitled to admit this AGREEMENT into evidence, or to allege, contend or complain that anything in this AGREEMENT constitutes, in *Sikes* or in any other lawsuit or proceeding (i) a general appearance, or (ii) a consent to jurisdiction, or (iii) a waiver of the right to contest jurisdiction by one or more of PARTICIPANTS.

7. EFFECT OF THIS AGREEMENT

The CLASS REPRESENTATIVES, the PARTICIPATING PLAINTIFF, CLASS COUNSEL, and counsel for Plaintiffs in *Sikes* and *Hill* agree that the certification of the BODILY INJURY CLAIM CLASS and the INJUNCTIVE RELIEF CLASS is for settlement purposes only and further agree that (1) this AGREEMENT; (2) the certification of the BODILY INJURY CLAIM CLASS; and/or (3) the certification of the INJUNCTIVE RELIEF CLASS shall not be admissible in evidence, in any suit or proceeding, and shall not be used for any other purpose whatsoever, except as is expressly provided in this AGREEMENT, and the existence of this AGREEMENT shall not be

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used as the basis to claim, allege, assert or otherwise contend or attempt to prove that any class of claimants of any kind could otherwise be certified under 12 O.S. § 2023, FED. R. CIV. P. 23, or any other state's rule pertaining to certification of a class of claimants in *Sikes, Hill*, or any other suit, action or proceeding, whether now pending, or filed in the future. In the event that the EFFECTIVE DATE does not occur, or this AGREEMENT is not approved or is terminated or does not become effective for any other reason, the CLASS REPRESENTATIVES, PARTICIPATING PLAINTIFFS, CLASS COUNSEL, SETTLEMENT CLASS MEMBERS and counsel for Plaintiffs in *Sikes and Hill* shall not use this AGREEMENT, in whole or in part, or the fact that this AGREEMENT existed, as the basis to claim, allege, assert or otherwise contend or attempt to prove that any class or claimants can be certified under 12 O.S. § 2023, FED. R. CIV. P. 23, or any other state's rule pertaining to certification of a class of claimants in *Sikes, Hill*, or any other suit, action or proceeding, whether now pending, or filed in the future, and FARMERS and FGI retain the right to object to the maintenance of this or any other action as a class action and to contest this or any other action on any other grounds.

8. CLASS NOTICE

8.1. Farmers Insurance Exchange shall disseminate a CLASS NOTICE to Members of the BODILY INJURY CLAIM CLASS by first class mail. The CLASS NOTICE shall be in the form attached as Exhibit D.

8.2. Within forty-five (45) days after the PRELIMINARY APPROVAL DATE, the FARMERS CLAIMS ADMINISTRATOR shall mail the individual CLASS NOTICE in substantially the form attached hereto as Exhibit D by first class United States mail to each BODILY INJURY CLAIM CLASS Member. The CLASS NOTICE shall be mailed to the last known address,

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according to the books and records of FARMERS, of each member of the BODILY INJURY CLAIMS CLASS. The CLASS NOTICE shall be marked "Address Correction Requested," and upon return by the United States Postal Service, shall be re-mailed once. The cost of such notice shall be paid by FARMERS.

8.3. No notice shall be required for the INJUNCTIVE RELIEF CLASS.

9. SETTLEMENT APPROVAL

9.1. This AGREEMENT is contingent upon entry of an order preliminarily approving this AGREEMENT and preliminarily certifying the BODILY INJURY CLAIM CLASS and the INJUNCTIVE RELIEF CLASS, as classes for settlement purposes only, in substantially the form attached hereto as Exhibit F.

9.2. This AGREEMENT is also contingent upon, and shall only be deemed to be finally approved and effective only after (a) the COURT has entered the FINAL ORDER AND JUDGMENT substantially in the form attached hereto as Exhibit E and the time for perfecting an appeal of such FINAL ORDER AND JUDGMENT under 12 O.S. § 990A or other applicable Oklahoma statutes and rules, has expired, with no appeal taken; any appeal taken has been dismissed; or the FINAL ORDER AND JUDGMENT is affirmed and not subject to further review by any court with jurisdiction over *Sikes* or *Hill* and (b) a final judgment has been entered in *Sikes* and in *Hill*, dismissing all claims with prejudice to refile, and the time for perfecting an appeal of each such judgment has expired, with no appeal taken; any appeal taken has been dismissed; or each such final judgment is affirmed and not subject to further review by any court with jurisdiction over *Sikes* or *Hill*.

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10. CLASS MEMBERS' RELEASE AND EXCLUSIVE REMEDY

10.1. Upon entry of the FINAL ORDER AND JUDGMENT, each BODILY INJURY CLAIM CLASS Member who does not opt-out, including the Class Representatives, and all persons or entities claiming by or through one or more BODILY INJURY CLAIM CLASS Members as heir, administrator, devisee, predecessor, successor, representative of any kind, or assignee, now or in the future, shall be deemed to release and discharge, and the FINAL ORDER AND JUDGMENT shall RELEASE AND FOREVER DISCHARGE FARMERS and FGI, and their parents, subsidiaries, divisions, affiliates, past, present and future officers, directors, shareholders, agents, employees, attorneys, attorneys-in-fact, and other representatives, successors, predecessors, grantees and assigns of one or any of them from any and all of the RELEASED CLAIMS. In addition to the release provided herein, a release of all RELEASED CLAIMS shall appear on each check issued to BODILY INJURY CLAIM CLASS Members.

10.2. The COURT shall retain jurisdiction over this case and the Parties to this AGREEMENT and may use its equitable powers to enforce the AGREEMENT.

11. REPRESENTATIONS AND WARRANTIES OF CLASS COUNSEL AND PLAINTIFFS' COUNSEL IN SIKES AND HILL

CLASS COUNSEL and PLAINTIFFS' COUNSEL in *Sikes* and *Hill* represent and warrant as follows:

11.1. This AGREEMENT binds all persons or entities they now represent with claims either directly or indirectly related to any of the RELEASED CLAIMS.

11.2. All persons or entities having claims included within the definition of RELEASED CLAIMS in this AGREEMENT against FARMERS, FGI, or any other person or entity released under paragraphs 2.30 and 10.1, who are directly represented by CLASS COUNSEL or

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PLAINTIFFS' COUNSEL in *Sikes* or *Hill*, including but not limited to the PARTICIPATING PLAINTIFF, either are currently or will be named as Parties to this AGREEMENT or are SETTLEMENT CLASS MEMBERS;

11.3. CLASS COUNSEL and PLAINTIFFS' COUNSEL in *Sikes* and *Hill*, have not referred persons or entities having claims included within the definition of RELEASED CLAIMS in this AGREEMENT against FARMERS, FGI, or any other person or entity released under paragraphs 2.30 or 10.1 to other counsel; and

11.4. The consideration given by FARMERS under this AGREEMENT is paid in full satisfaction of all liability for FARMERS, FGI, and/or any other person or entity released under paragraphs 2.30 and 10.1, for all RELEASED CLAIMS of all SETTLEMENT CLASS MEMBERS.

11.5. CLASS COUNSEL and PLAINTIFFS' COUNSEL have actual authority to execute this AGREEMENT on behalf of the persons whom they purport to represent.

12. CLASS COUNSELS' ATTORNEYS' FEES AND EXPENSES

12.1. The COURT may, upon application of CLASS COUNSEL make an award of attorneys' fees, costs and expenses, in accordance with applicable law, but not to exceed the total amount of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00). In the event, the COURT awards an amount of attorneys' fees, costs and expenses that exceeds EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00), this AGREEMENT shall automatically be terminated, be null and void, be of no further force and effect whatsoever, and the Parties returned to the status quo ante effective on the date such award is made.

12.2. The Parties agreed to all substantive terms of this AGREEMENT prior to reaching this AGREEMENT that the maximum amount of recoverable attorneys' fees, costs and expenses of

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CLASS COUNSEL shall be EIGHT MILLION FIVE HUNDRED THOUSAND (\$8,500,000.00). The Parties agree that CLASS COUNSEL may file a motion with the COURT seeking attorneys' fees, costs and expenses, not to exceed the total amount of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00). DEFENDANTS agree not to oppose CLASS COUNSELS' fee application so long as they do not request more than the total amount of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00) for attorneys' fees, costs and expenses.

12.3. DEFENDANTS shall pay into an interest-bearing account the amount awarded to CLASS COUNSEL as attorneys' fees, costs and expenses, not to exceed the total amount of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00), within fifteen (15) days after the entry of the FINAL ORDER AND JUDGMENT described in paragraph 2.18 above. The deposit shall be made in a financial institution mutually agreed to by CLASS COUNSEL and FARMERS, and maintained in an escrow agreement acceptable to CLASS COUNSEL and FARMERS, which agreement shall provide, among other things, for the release of the deposit and accrued interest to CLASS COUNSEL within ten (10) days after the EFFECTIVE DATE defined in paragraph 2.13 above.

13. INDIVIDUAL CLASS MEMBERS' AND PARTICIPATING PLAINTIFF'S ATTORNEYS' FEES

13.1. Any Class Member or PARTICIPATING PLAINTIFF may be represented by counsel of his or her choice, but all fees and expenses of such counsel, if other than CLASS COUNSEL paid under paragraph 12 hereof, shall be paid by the Class Member or PARTICIPATING PLAINTIFF.

14. OPT-OUT PERIOD FOR MEMBERS OF THE BODILY INJURY CLAIM CLASS

14.1. BODILY INJURY CLAIM CLASS Members may use any reasonable written form to effect notice upon the COURT of their intent to opt-out of the BODILY INJURY CLAIM CLASS.

14.2. BODILY INJURY CLAIM CLASS Members shall serve any notice of an intent to opt-out upon the FARMERS CLAIMS ADMINISTRATOR no later than 65 days after the PRELIMINARY APPROVAL DATE.

14.3. A BODILY INJURY CLAIM CLASS MEMBER WHO SERVES A NOTICE OF AN INTENT TO OPT-OUT UNDER THIS SECTION SHALL NOT BE PERMITTED TO FILE AN OBJECTION TO ANY OF THE TERMS OF THIS AGREEMENT, EXCEPT AS A MEMBER OF THE INJUNCTIVE RELIEF CLASS AND IN THAT INSTANCE ONLY TO THE RELIEF AFFORDED TO THE MEMBERS OF THE INJUNCTIVE RELIEF CLASS.

15. TERMINATION OF AGREEMENT

15.1. This AGREEMENT shall automatically terminate, without further action by the Parties, or right to rehearing, review or appeal, upon the occurrence of any one or more of the following events at any time:

- a. the COURT refuses to enter a PRELIMINARY ORDER;
- b. the COURT enters a PRELIMINARY ORDER which modifies any term or provision of this AGREEMENT without the execution of an Amendment to this AGREEMENT by the Parties;
- c. CLASS COUNSEL seeks an award of attorneys' fees, costs and expenses in excess of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00);

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- d. the COURT enters a FINAL ORDER AND JUDGMENT which modifies any term or provision of this AGREEMENT without the execution of an amendment to this AGREEMENT by the Parties;
- e. CLASS COUNSEL, PLAINTIFFS' COUNSEL in *Sikes* or *Hill*, or the PARTICIPATING PLAINTIFF object to the AGREEMENT, or exercise the right to opt-out of the SETTLEMENT CLASS;
- f. if prior to entry of the FINAL ORDER AND JUDGMENT a court having jurisdiction rejects or modifies this AGREEMENT;
- g. the court in *Hill* refuses to dismiss *Hill* pursuant to the terms of this AGREEMENT, refuses to approve the dismissal of all claims in *Hill* with prejudice pursuant to the terms of this AGREEMENT, or rejects or attempts to modify any of the provisions, terms, or conditions of this AGREEMENT.

15.2. FARMERS and FGI have the unilateral right to terminate this AGREEMENT without further requirement for rehearing, review or appeal upon the occurrence of one or more of the following events:

- a. More than ten percent (10%) of the members of the BODILY INJURY CLAIM CLASS exercise the right to be excluded from the BODILY INJURY CLAIM CLASS; or
- b. CLASS REPRESENTATIVES, the PARTICIPATING PLAINTIFF, or one or more of CLASS COUNSEL or PLAINTIFFS' COUNSEL in *Sikes* or *Hill* breach the warranties and representations made in Section 11 of this AGREEMENT.

FARMERS or FGI, exercising the right of termination under this paragraph 15.2 shall give written notice to the other parties by certified mail, return receipt requested at their addresses shown in paragraph 19.10. This AGREEMENT will terminate upon the deposit of such notice in the United States Mail.

15.3. The effect of termination under paragraph 15.1, or of termination under paragraph 15.2, by FARMERS or FGI shall be that except for paragraphs 6, 7, 19.10 and 19.11: (i) the obligations of the Parties under this AGREEMENT shall be nullified, void, and be of no further

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force and effect whatsoever, and the Parties will be restored to the status quo ante, and (ii) all agreements made by and between the Class Members, whether through CLASS COUNSEL, PLAINTIFFS' COUNSEL in *Sikes* or *Hill* or otherwise, contained in this AGREEMENT shall be terminated, and be of no further force and effect whatsoever, except the provisions of paragraphs 6, 7, 19.10, and 19.11 which shall survive termination.

16. OBJECTION PERIOD FOR CLASS MEMBERS

16.1. Class Members, or any other person purporting to have standing to make objections, shall notify the COURT, CLASS COUNSEL and Counsel for DEFENDANTS, in writing, of their objection to one or more of the terms of this AGREEMENT, or to the Order Preliminarily Approving Class Settlement and Notice to the Members of the BODILY INJURY CLAIM CLASS.

16.2. Such written notice of objections shall include:

- (1) The identity of the objector;
- (2) A statement of each objection being made;
- (3) A detailed description of the facts supporting each objection;
- (4) A detailed description of the legal authorities supporting each objection;
- (5) A statement of whether the objector intends to appear at the FAIRNESS HEARING;
- (6) A list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the FAIRNESS HEARING; and
- (7) A list of the exhibits which the objector may offer during the FAIRNESS HEARING, along with copies of all of the exhibits.

16.3. Class Members, or any other person purporting to have standing to make objections, shall file such written notice of objections with the Clerk of the Court and serve such notice of objections upon CLASS COUNSEL and Counsel for DEFENDANTS at the addresses set forth in paragraph 19.9 no later than seventy-five (75) days after the PRELIMINARY APPROVAL DATE. The COURT shall not consider any objection of any Class Member, or of any other person

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purporting to have standing to make objections, unless that objection is properly and timely filed as required by the provisions of this section.

16.4. ALL MEMBERS OF THE BODILY INJURY CLAIM CLASS WHO FILE OBJECTIONS PURSUANT TO THIS SECTION WAIVE THEIR RIGHT TO OPT-OUT UNDER SECTION 14 OF THIS AGREEMENT.

17. INJUNCTION

17.1. CLASS COUNSEL, shall apply to the COURT at the time of the Preliminary Approval Hearing for a temporary injunction, in order to protect the COURT'S jurisdiction over the SETTLEMENT CLASS MEMBERS, temporarily enjoining the SETTLEMENT CLASS MEMBERS from commencing any proceeding, suit or action, prosecuting any pending suit or action; or taking any action inconsistent with the rights accorded all of the SETTLEMENT CLASS MEMBERS under the terms of this AGREEMENT, and further enjoining the SETTLEMENT CLASS MEMBERS from undertaking any actions other than (1) exercising the right to request exclusion; or (2) making an objection under this AGREEMENT, which would interfere with, or be inconsistent with the COURT'S exercise of jurisdiction over all of the SETTLEMENT CLASS MEMBERS under 12 O.S. § 2023 following the entry of the PRELIMINARY ORDER, but prior to entry of the FINAL ORDER AND JUDGMENT.

17.2. The temporary injunction shall enjoin the SETTLEMENT CLASS MEMBERS, and shall specifically enjoin Peggy S. Domangue, Melissa Fincher, Nancy George, James C. Burchfield, Patricia McMurtry, Marcy Kaye, Christina Diegelman, James Sperriko and Michael London from undertaking any actions in the following cases, including seeking class certification, engaging in

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class discovery, or prosecuting an appeal in another state, which would interfere with the COURT'S jurisdiction over all of the SETTLEMENT CLASS MEMBERS:

- a. Cause No. 02-0082; *Peggy S. Domangue, et al. v. Mid-Century Insurance Company of Texas, et al.*; In the 71st Judicial District Court of Harrison County, Texas; and
- b. Lead Case No. BC 289 250; *In re Farmers Colossus Litigation*, In the Superior Court of California, County of Los Angeles.

A certified copy of the temporary injunction shall be filed in each of these cases, and a copy served upon the counsel of record in each case by CLASS COUNSEL.

17.3. The FINAL ORDER AND JUDGMENT shall contain a provision for a permanent injunction against SETTLEMENT CLASS MEMBERS, except those BODILY INJURY CLAIM CLASS Members who have opted-out, enjoining them from prosecuting or maintaining any actions on any of the RELEASED CLAIMS.

18. COOPERATION

18.1. CLASS COUNSEL, the CLASS REPRESENTATIVES, the PARTICIPATING PLAINTIFF, PLAINTIFFS' COUNSEL in *Sikes and Hill*, FARMERS and FGI shall each cooperate with the other, and use their best efforts to secure the approval by the COURT of this AGREEMENT.

18.2. CLASS COUNSEL, the CLASS REPRESENTATIVES, the PARTICIPATING PLAINTIFF, and PLAINTIFFS' COUNSEL in *Sikes and Hill* acknowledge that there remains pending in Texas a case styled and numbered Cause No. 02-0082; *Peggy S. Domangue, et al. v. Mid-Century Insurance Company of Texas, et al.*; In the 71st Judicial District Court of Harrison County, Texas ("*Domangue*"), wherein the Plaintiffs Peggy S. Domangue, Melissa Fincher, Nancy George and James C. Burchfield are SETTLEMENT CLASS MEMBERS, as described and defined

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in this AGREEMENT. CLASS COUNSEL, the CLASS REPRESENTATIVES, the PARTICIPATING PLAINTIFF, and PLAINTIFFS' COUNSEL in *Sikes* and *Hill* agree to assist the Defendants Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company and Farmers Texas County Mutual Insurance Company (which are included in the definition of FARMERS under this AGREEMENT) in this Texas lawsuit by appearing, upon request, in person and by counsel to prove the existence of this AGREEMENT, and its terms, including the issuance of the Preliminary Injunction; to argue and file briefs in support of the exercise of jurisdiction by the Oklahoma COURT over the SETTLEMENT CLASS MEMBERS.

19. MISCELLANEOUS PROVISIONS

19.1. The Parties agree that this AGREEMENT is the product of arm's length negotiations and represents a compromise of disputed claims, and that this AGREEMENT is entered into without admitting any liability, and that all liability is expressly denied, and without agreement by any Party to any of the allegations made by another Party. Nothing contained in this AGREEMENT, the supporting documents, or the negotiations leading up to this AGREEMENT shall be construed as an admission of liability or wrongdoing of any kind, or in the event that this AGREEMENT is terminated, as a waiver of any claim or defense that any Defendant or Plaintiff may have in any litigation, including *Sikes* and *Hill*, including objections to the certification of the BODILY INJURY CLAIM CLASS and the INJUNCTIVE RELIEF CLASS as defined herein or any other class or subclass.

19.2. All signatories to this AGREEMENT and their counsel shall exercise their best efforts to take all steps and expend all efforts that may become necessary to effectuate this AGREEMENT. The CLASS REPRESENTATIVES and Farmers Insurance Company, Inc. and

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Farmers Insurance Exchange will file a Joint Motion for Preliminary Approval of the Proposed Settlement and Approval of Notice to Class Members with attached draft Order and the proposed FINAL ORDER AND JUDGMENT in the form substantially similar to that attached as Exhibits H, F, and E, respectively.

19.3. A certified copy of this Settlement Agreement shall be filed by the Parties in each of the following lawsuits following its execution by the Parties and filed with the COURT:

- a. Cause No. 02-0082; *Peggy S. Domangue, et al. v. Mid-Century Insurance Company of Texas, et al.*; In the 71st Judicial District Court of Harrison County, Texas;
- b. No. CV-2004-00966; *Randy Hill v. Farmers Insurance Group of Companies, et al.*; In the Second Judicial District Court of Bernalillo County, New Mexico; and
- c. Lead Case No. BC 289 250; *In re Farmers Colossus Litigation*, In the Superior Court of California, County of Los Angeles.

19.4. A copy of this AGREEMENT shall be attached to the COURT'S FINAL ORDER AND JUDGMENT.

19.5. A copy of the FINAL ORDER AND JUDGMENT, with a copy of this AGREEMENT attached, shall be filed of record in the cases listed in paragraph 19.3: *Domangue, Hill*, and *In re Farmers Colossus Litigation*.

19.6. Within five (5) days of the EFFECTIVE DATE, the Plaintiffs in *Sikes* and *Hill* shall dismiss all claims in those cases with prejudice to the refile of the same.

19.7. This AGREEMENT, including all referenced Exhibits, is the entire agreement of the Parties and supercedes all antecedent or contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this AGREEMENT.

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19.8. No modification of this AGREEMENT may be made, except by written agreement of all of (i) CLASS COUNSEL or their successors or the CLASS REPRESENTATIVES, in the event they are unrepresented at the time of modification, or their successors; (ii) counsel for the PARTICIPATING PLAINTIFF or their successors or the PARTICIPATING PLAINTIFF himself if unrepresented at the time of modification or his successors; (iii) FARMERS or their successors; and (iv) FGI.

19.9. All notices between or among (i) CLASS COUNSEL, (ii) the PARTICIPATING PLAINTIFF and/or his counsel, (iii) FARMERS, and (iv) FGI required under this AGREEMENT shall be sent by first class United States mail, postage prepaid, by hand delivery, or by facsimile, to the recipient designated in this AGREEMENT. The timeliness of all submissions and notices, except as provided otherwise in this AGREEMENT, shall be measured by the date that is three days after the date of the postmark (if sent by mail), or by the date of receipt (if hand delivered or sent by facsimile). The persons designated to receive notice are as follows:

a. CLASS COUNSEL:

Reggie N. Whitten
WHITTEN NELSON MCGUIRE TERRY & ROSELIUS
Suite 400, One Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

b. COUNSEL FOR DEFENDANTS:

Brooke S. Murphy
CROWE & DUNLEVY
20 North Broadway, Suite 1800
Oklahoma City, Oklahoma 73102

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c. COURT CLERK:

Rita Head
Court Clerk
Pottawatomie County
325 N. Broadway
Shawnee, Oklahoma 74801

19.10. Further, in the case styled *Glen Hoover and Martha Hoover individually v. Farmers Group, Inc.; Farmers Insurance Company, Inc.; Farmers Insurance Exchange; Hartford Underwriters Ins. Co.; and Kena James*, Case No.: C-02-883, In the District Court of Pottawatomie County, State of Oklahoma (hereinafter "*Hoover*"), the Court entered an order dated August 12, 2004, and signed by Judge Combs, and filed on August 13, 2004, allowing discovery covered by the protective orders entered *Hoover* to be used in *Sikes*. (This Order is hereinafter referred to as the "Hoover Discovery Order"). With respect to those documents covered by the Hoover Discovery Order, the provisions of the three protective orders entered in *Hoover* shall continue to apply to such documents and shall survive this AGREEMENT and its implementation, and the COURT retains jurisdiction to enforce such protective orders, which are (i) the "Agreed Stipulation and Protective Order" in *Hoover*, dated June 6, 2003 and signed by Judge Combs, and filed on June 6, 2003; (ii) the "Protective Order" in *Hoover*, dated July 30, 2003, and signed by Judge Combs, and filed on July 30, 2003; and (iii) the "Order Amending Agreed Stipulation and Protective Order of June 6, 2003 and Protective Order of July 30, 2003," dated October 28, 2003 and signed by Judge Combs, and filed on October 28, 2003. These three Orders, however, shall not apply to documents not covered by the Hoover Discovery Order, including documents and other items produced by one or more Defendants in *Sikes* in response to discovery served by Plaintiff Helen Sikes.

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19.11. This AGREEMENT may be executed in any number of counterparts and each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same AGREEMENT.

19.12. This AGREEMENT shall be governed by and shall be construed and enforced in accordance with the laws of the State of Oklahoma, except that the law of a state where a PARTICIPANT is performing this AGREEMENT shall apply to that PARTICIPANT where ~~necessary for the lawful performance, validity, construction, or enforcement of this AGREEMENT~~ in that PARTICIPANT'S state.

Dated this 17 day of February, 2005.

Respectfully submitted,

Helen Sikes
Helen Sikes, Plaintiff

Wayne G. Miller, Plaintiff

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19.11. This AGREEMENT may be executed in any number of counterparts and each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same AGREEMENT.

19.12. This AGREEMENT shall be governed by and shall be construed and enforced in accordance with the laws of the State of Oklahoma, except that the law of a state where a PARTICIPANT is performing this AGREEMENT shall apply to that PARTICIPANT where necessary for the lawful performance, validity, construction, or enforcement of this AGREEMENT in that PARTICIPANT'S state.

Dated this _____ day of _____, 2005.

Respectfully submitted,

Helen Sikes, Plaintiff

Wayne G. Miller

Wayne G. Miller, Plaintiff
by *Donald A. Fry*
ATTORNEY-IN-FACT

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Reggie N. Whitten by JNB

Reggie N. Whitten, OBA #9576
Jason E. Roselius, OBA #4227
Simone Gosnell Fulmer, OBA #17037
WHITTEN NELSON MCGUIRE TERRY &
ROSELIUS
Suite 400, One Leadership Square
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Oklahoma City, Oklahoma 73102
Phone: (405) 239-2522
Fax: (405) 239-2573
-and-

Terry W. West, OBA #9496
Bradley C. West, OBA #13476
THE WEST LAW FIRM
124 West Highland
Shawnee, Oklahoma 74801
Phone: (405) 275-0040
Fax: (405) 275-0052

-and-

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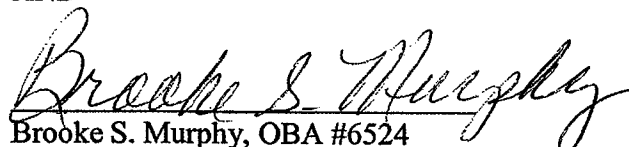
-and-

SETTLEMENT AGREEMENT (FINAL)

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ATTORNEYS FOR PLAINTIFFS HELEN
SIKES and WAYNE G. MILLER

AND



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CLASS COUNSEL
ATTORNEYS FOR PLAINTIFFS HELEN
SIKES and _____

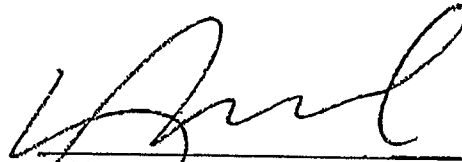
AND

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ATTORNEYS FOR DEFENDANTS


Randy Hill, Plaintiff



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ATTORNEYS FOR PLAINTIFF RANDY
HILL

FARMERS INSURANCE EXCHANGE

By: _____
An Assistant Secretary

MID-CENTURY INSURANCE COMPANY

By: Richard J. Reilly Jr.
An Assistant Secretary

FARMERS INSURANCE COMPANY OF ARIZONA

By: Kirkleen O. Kutorich
An Assistant Secretary

FARMERS INSURANCE COMPANY, INC.

By: _____
An Assistant Secretary

TRUCK INSURANCE EXCHANGE

By: Richard J. Reilly Jr.
An Assistant Secretary

FARMERS INSURANCE COMPANY OF IDAHO

By: Frank J. Ceglar Jr.
An Assistant Secretary

ILLINOIS FARMERS INSURANCE COMPANY

By: _____
An Assistant Secretary

SETTLEMENT AGREEMENT
Sikes, et al. v. Farmers Group, Inc., et al.
Case No. CJ-03-1149

FARMERS INSURANCE EXCHANGE

By: Roland E. Senechal
An Assistant Secretary

MID-CENTURY INSURANCE COMPANY

By: _____
An Assistant Secretary

FARMERS INSURANCE COMPANY OF ARIZONA

By: _____
An Assistant Secretary

FARMERS INSURANCE COMPANY, INC.

By: Roland E. Senechal
An Assistant Secretary

TRUCK INSURANCE EXCHANGE

By: _____
An Assistant Secretary

FARMERS INSURANCE COMPANY OF IDAHO

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An Assistant Secretary

ILLINOIS FARMERS INSURANCE COMPANY

By: Roland E. Senechal
An Assistant Secretary

SETTLEMENT AGREEMENT

Sikes, et al. v. Farmers Group, Inc., et al.
Case No. CJ-03-1149

FARMERS NEW CENTURY INSURANCE
COMPANY

By: Frank C. G. Jr.
An Assistant Secretary

FARMERS INSURANCE COMPANY OF
OREGON

By: _____
An Assistant Secretary

FARMERS TEXAS COUNTY MUTUAL
INSURANCE COMPANY

By: Richard L. Puller
An Assistant Secretary

MID-CENTURY INSURANCE COMPANY
OF TEXAS

By: Richard D. Kutovich
An Assistant Secretary

TEXAS FARMERS INSURANCE
COMPANY

By: Ann M. C.
An Assistant Secretary

FARMERS INSURANCE COMPANY OF
WASHINGTON

By: _____
An Assistant Secretary

SETTLEMENT AGREEMENT

Sikes, et al. v. Farmers Group, Inc., et al.

Case No. CJ-03-1149

FARMERS NEW CENTURY INSURANCE COMPANY

By: _____
An Assistant Secretary

FARMERS INSURANCE COMPANY OF OREGON

By: Roland E. Senechal
An Assistant Secretary

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY

By: _____
An Assistant Secretary

MID-CENTURY INSURANCE COMPANY OF TEXAS

By: _____
An Assistant Secretary

TEXAS FARMERS INSURANCE COMPANY

By: _____
An Assistant Secretary


FARMERS INSURANCE COMPANY OF WASHINGTON

By: Roland E. Senechal
An Assistant Secretary

SETTLEMENT AGREEMENT
Sikes, et al. v. Farmers Group, Inc., et al.
Case No. CJ-03-1149

FARMERS GROUP, INC.

By


An Assistant Secretary

SETTLEMENT AGREEMENT

Sikes, et al. v. Farmers Group, Inc., et al.

Case No. CJ-03-1149

**NATIONWIDE SUMMARY OF NUMBERS OF UM/UIM BI GENERAL DAMAGES SETTLEMENTS
USING COLOSSUS, EXCLUDING BINDING ARBITRATION AWARDS, VERDICTS, SETTLEMENTS ABOVE POLICY LIMITS [1c]**

	A	B	C	D	E	F	G	H	I
1	Claimant Represented	(All)		Claimant Represented	TRUE		Claimant Represented	FALSE	
2	Count of Claim Number	State	Total	Count of Claim Number	State	Total	Count of Claim Number	State	Total
3	Year Settled	2000	AR	Year Settled	2000	AR	Year Settled	2000	AZ
4			15			4			CA
5			491			345			IA
6			1			2			ID
7			2			1			IL
8			5			2			KS
9			1			1			MO
10			1			2			MT
11			1			1			NE
12			8			5			NV
13			7			1			OH
14			2			30			OK
15			2			11			OR
16			7			1			PA
17			1			88			TX
18			58			3			UT
19			25			13			WA
20			1			510			2001 Total
21			171			27			AL
22			5			37			AR
23			25			312			AZ
24			829			2368			CA
25			34			94			CO
26			77			3			CT
27			655			4			FL
28			3511			4			GA
29			148			3			IA
30			5			37			ID
31			4			4			IL
32			3			9			IN
33			39			7			KS
34			8			118			LA
35			14			22			MD
36			21			23			MN
37			170			8			MO
38			47			3			MS
39			40			2			MT
40			4			38			NC
41			8			1			NE
42			4			11			NM
43			2			62			NV
44									

FCSN 00001

**NATIONWIDE SUMMARY OF NUMBERS OF UM/UIM BI GENERAL DAMAGES SETTLEMENTS
USING COLOSSUS, EXCLUDING BINDING ARBITRATION AWARDS, VERDICTS, SETTLEMENTS ABOVE POLICY LIMITS [1c]**

	A	B	C	D	E	F	G	H	I
1									
2	Claimant Represented (All)			Claimant Represented	TRUE		Claimant Represented	FALSE	
3									
4	Count of Claim Number			Count of Claim Number			Count of Claim Number		
5	Year Settled	State	Total	Year Settled	State	Total	Year Settled	State	Total
45		MD	46		MO	88		OH	39
46		ME	1		MS	5		OK	304
47		MI	11		MT	21		OR	116
48		MN	64		NC	9		PA	2
49		MO	198		NE	11		SC	2
50		MS	8		NJ	9		SD	7
51		MT	38		NM	38		TN	27
52		NC	13		NV	139		TX	445
53		NE	19		NY	6		UT	17
54		NJ	9		OH	111		VA	10
55		NM	124		OK	203		WA	249
56		NV	181		OR	93		WI	12
57		NY	6		PA	28		WY	10
58		OH	150		SC	5	2001 Total		3229
59		OK	507		SD	6		2002 AL	20
60		OR	209		SN	37		AR	40
61		PA	30		TX	1005		AZ	358
62		SC	7		UT	41		CA	1125
63		SD	13		VA	31		CO	37
64		TN	64		WA	230		DC	1
65		TX	1450		WI	25		FL	4
66		UT	58		WY	4		GA	5
67		VA	41	2001 Total		5338		ID	32
68		WA	479		AL	24		IL	44
69		WI	37		AR	56		IN	22
70		WY	14		AZ	364		KS	17
71	2001 Total		8967		CA	2630		KY	3
72		2002 AL	44		CO	127		LA	4
73		AR	96		CT	5		MD	5
74		AZ	722		DC	5		MI	4
75		CA	3755		DE	6		MN	2
76		CO	164		FL	16		MO	99
77		CT	5		GA	22		MS	4
78		DC	6		IA	8		MT	18
79		DE	6		ID	22		NC	5
80		FL	20		IL	135		ND	1
81		GA	27		IN	29		NE	7
82		IA	8		KS	18		NH	1
83		ID	54		KY	9		NM	133

FC SN 00002

**NATIONWIDE SUMMARY OF NUMBERS OF UM/IUM BI GENERAL DAMAGES SETTLEMENTS
USING COLOSSUS, EXCLUDING BINDING ARBITRATION AWARDS, VERDICTS, SETTLEMENTS ABOVE POLICY LIMITS [1c]**

	A	B	C	D	E	F	G	H	I
1									
2	Claimant Represented (All)			Claimant Represented	TRUE		Claimant Represented	FALSE	
3									
4	Count of Claim Number			Count of Claim Number			Count of Claim Number		
5	Year Settled			Year Settled			Year Settled		
84	IL		179	LA		26	NV		76
85	IN		51	MA		1	OH		50
86	KS		35	MD		77	OK		269
87	KY		12	ME		1	OR		185
88	LA		30	MI		27	PA		4
89	MA		1	MN		102	TN		54
90	MD		82	MO		116	TX		628
91	ME		1	MS		9	UT		10
92	MI		31	MT		20	VA		12
93	MN		104	NC		15	WA		318
94	MO		215	ND		1	WI		12
95	MS		13	NE		15	WV		2
96	MT		38	NJ		3	WY		7
97	NC		20	NM		83	2002 Total		
98	ND		2	NV		164	2003		
99	NE		22	NY		12	AL		19
100	NH		1	OH		96	AR		39
101	NJ		3	OK		161	AZ		415
102	NM		216	OR		166	CA		1068
103	NV		240	PA		80	CO		58
104	NY		12	SC		1	DE		1
105	OH		148	SD		5	FL		3
106	OK		430	TN		51	GA		4
107	OR		351	TX		1510	IA		3
108	PA		84	UT		59	ID		26
109	SC		1	VA		57	IN		55
110	SD		5	WA		349	KS		26
111	TN		105	WI		47	KY		10
112	TX		2138	WV		1	LA		6
113	UT		69	WY		9	MD		4
114	VA		69	2002 Total		6742	MI		2
115	WA		667	2003		26	MN		1
116	WI		59	AL		64	MO		83
117	WV		3	AZ		495	MS		11
118	WY		16	CA		3477	MT		30
119	2002 Total		10360	CO		185	NC		12
120	2003		45	CT		6	NE		12
121	AR		103	DC		11	NJ		1
122	AZ		910	DE		1	NM		189

FCSN 00003

**NATIONWIDE SUMMARY OF NUMBERS OF UM/UM BI GENERAL DAMAGES SETTLEMENTS
USING COLOSSUS, EXCLUDING BINDING ARBITRATION AWARDS, VERDICTS, SETTLEMENTS ABOVE POLICY LIMITS [1c]**

	A	B	C	D	E	F	G	H	I
1	Claimant Represented	(All)		Claimant Represented	TRUE		Claimant Represented	FALSE	
2	Count of Claim Number	State	Total	Count of Claim Number	State	Total	Count of Claim Number	State	Total
3	Year Settled			Year Settled			Year Settled		
123	CA	4545	FL	23	NV	58			
124	CO	243	GA	30	NY	3			
125	CT	6	IA	10	OH	44			
126	DC	11	ID	32	OK	241			
127	DE	2	IL	193	OR	169			
128	FL	26	IN	43	PA	6			
129	GA	34	KS	33	SC	2			
130	IA	13	KY	22	SD	5			
131	ID	58	LA	31	TN	53			
132	IL	248	MD	80	TX	595			
133	IN	69	ME	2	UT	25			
134	KS	43	MI	31	VA	15			
135	KY	26	MN	124	WA	315			
136	LA	37	MO	115	WI	18			
137	MD	84	MS	16	WY	12			
138	ME	2	MT	32	2003 Total	3643			
139	MI	33	NC	21	2004 Total	10			
140	MN	125	NE	20	AL	36			
141	MO	198	NJ	13	AR	245			
142	MS	27	NM	121	AZ	761			
143	MT	62	NV	250	CA	85			
144	NC	33	NY	8	CO	1			
145	NE	32	OH	120	CT	1			
146	NJ	14	OK	227	DC	1			
147	NM	310	OR	185	FL	3			
148	NV	308	PA	108	GA	5			
149	NY	11	RI	2	IA	10			
150	OH	164	SC	5	ID	25			
151	OK	468	SD	11	IL	34			
152	OR	354	TN	78	IN	26			
153	PA	114	TX	1589	KS	18			
154	RI	2	UT	58	KY	4			
155	SC	7	VA	77	LA	7			
156	SD	16	WA	396	MD	3			
157	TN	131	WI	46	ME	2			
158	TX	2184	WV	1	MI	3			
159	UT	83	WY	3	MN	7			
160	VA	92	2003 Total	8421	MO	62			
161	WA	711	2004 Total	12	MS	8			
			2004 Total	12	MT	25			

FC SN 000004

**NATIONWIDE SUMMARY OF NUMBERS OF UM/UIM BI GENERAL DAMAGES SETTLEMENTS
USING COLOSSUS, EXCLUDING BINDING ARBITRATION AWARDS, VERDICTS, SETTLEMENTS ABOVE POLICY LIMITS [1c]**

	A	B	C	D	E	F	G	H	I
1									
2	Claimant Represented (All)			Claimant Represented	TRUE		Claimant Represented	FALSE	
3									
4	Count of Claim Number			Count of Claim Number			Count of Claim Number		
5	Year Settled			Year Settled			Year Settled		
162	State	WI	Total	State	AR	Total	State	NC	Total
163		WV	64		AZ	45		NE	10
164		WY	1		CA	416		NJ	14
165	2003 Total		15		CO	2738		NM	3
166			12064		CT	166		NY	111
167	2004	AL	22		DC	13		OH	41
168		AR	81		FL	15		OK	2
169		AZ	661		GA	13		OR	38
170		CA	3499		IA	8		OK	183
171		CO	251		ID	20		OR	155
172		CT	14		IL	24		PA	11
173		DC	16		IN	159		SC	2
174		FL	16		IN	36		SD	3
175		GA	13		KS	52		TN	44
176		IA	30		KY	16		TX	446
177		ID	49		LA	36		UT	27
178		IL	193		MA	1		VA	17
179		IN	62		MD	59		WA	288
180		KS	70		ME	2		WI	8
181		KY	20		MI	19		WY	3
182		LA	43		MI	195	2004 Total		2787
183		MA	1		MN	105	Grand Total		13596
184		MD	62		MO	8			
185		ME	4		MS	27			
186		MI	22		MT	14			
187		MN	202		NC	4			
188		MO	167		ND	46			
189		MS	16		NE	1			
190		MT	52		NH	7			
191		NC	24		NJ	111			
192		ND	4		NM	266			
193		NE	60		NY	4			
194		NH	1		OH	94			
195		NJ	10		OK	161			
196		NM	222		OR	211			
197		NV	307		PA	97			
198		NY	6		SC	3			
199		OH	132		SD	6			
200		OK	344		TN	94			
		OR	366		TX	1272			

FCSN 00005

**NATIONWIDE SUMMARY OF NUMBERS OF UM/UIM BI GENERAL DAMAGES SETTLEMENTS
USING COLOSSUS, EXCLUDING BINDING ARBITRATION AWARDS, VERDICTS, SETTLEMENTS ABOVE POLICY LIMITS [1c]**

	A	B	C	D	E	F	G	H	I
1									
2	Claimant Represented	(All)		Claimant Represented	TRUE		Claimant Represented	FALSE	
3									
4	Count of Claim Number			Count of Claim Number			Count of Claim Number		
5	Year Settled	State	Total	Year Settled	State	Total	Year Settled	State	Total
201		PA	108		UT	74			
202		SC	5		VA	57			
203		SD	9		WA	436			
204		TN	138		WI	32			
205		TX	1718		WV	1			
206		UT	101		WY	8			
207		VA	74	2004 Total		7184			
208		WA	724	Grand Total		28195			
209		WI	40						
210		WV	1						
211		WY	11						
212	2004 Total		9971						
213	(blank)	(blank)							
214	(blank) Total								
215	Grand Total		41791						

FCSN 000006

**SUMMARY OF UM/UMI & UIM GENERAL DAMAGES PAYMENTS MADE USING COLOSSUS FROM 07/17/00 TO 11/9/04,
EXCLUDING POLICY LIMITS SETTLEMENTS, BINDING ARBITRATION AND VERDICTS [1d]**

A	B	C	D	E	F	G	H	I	J	K	L
ALL CLAIMS	(All)	INSURED REPRESENTED BY ATTORNEY	INSURED REPRESENTED BY ATTORNEY	INSURED NOT REPRESENTED					Year Settled	State	Total
		Claimant Represented	Claimant Represented	Claimant Represented	TRUE	TRUE	FALSE	FALSE			
		Date	Date	Date							
118		IN	\$ 392,060.50	MT		MT	\$ 125,012.75	MT		MT	\$ 151,234.50
119		KS	\$ 222,282.00	NC		NC	\$ 40,362.00	NC		NC	\$ 161,079.00
120		KY	\$ 58,788.40	ND		NE	\$ 1,200.00	NE		NE	\$ 69,737.65
121		LA	\$ 98,584.00	NE		NE	\$ 249,979.65	NJ		NJ	\$ 1,905.70
122		MA	\$ 97,165.00	NJ		NJ	\$ 19,350.00	NM		NM	\$ 442,483.95
123		MH	\$ 286,995.00	NM		NM	\$ 659,398.20	NV		NV	\$ 84,316.48
124		ME	\$ 4,100.00	NV		NV	\$ 357,707.62	OH		OH	\$ 95,227.50
125		MI	\$ 489,516.00	OH		OH	\$ 376,189.75	OK		OK	\$ 631,289.00
126		MN	\$ 1,240,201.15	OR		OR	\$ 380,187.45	OR		OR	\$ 286,276.80
127		MO	\$ 707,118.97	OR		OR	\$ 889,546.49	PA		PA	\$ 67,872.00
128		MS	\$ 57,534.00	PA		PA	\$ 1,090,303.85	SC		SC	\$ 9,899.00
129		MT	\$ 156,807.55	SC		SC	\$ 11,980.00	SD		SD	\$ 4,217.80
130		NC	\$ 43,693.00	SD		SD	\$ -	TN		TN	\$ 48,408.95
131		NID	\$ 3,324.95	SD		SD	\$ 260,246.15	TX		TX	\$ 1,450,237.50
132		NE	\$ 295,070.35	TN		TN	\$ 4,847.00	TX		TX	\$ 87,681.00
133		NH	\$ 4,847.00	TX		TX	\$ 1,943,674.76	UT		UT	\$ 69,814.00
134		NJ	\$ 18,350.00	UT		UT	\$ 274,931.25	VA		VA	\$ 674,794.70
135		NM	\$ 873,789.10	VA		VA	\$ 184,016.00	WA		WA	\$ 141,712.40
136		NV	\$ 486,742.47	WA		WA	\$ 2,537,664.25	WI		WI	\$ 158,370.00
137		NY	\$ 227,210.00	WI		WI	\$ 422,380.85	WV		WV	\$ 158,370.00
138		OH	\$ 488,539.47	WV		WV	\$ 428.00	WY		WY	\$ 8,643,543.60
139		OK	\$ 1,000,742.00	WY		WY	\$ 247,835.20				\$ 47,735.00
140		OR	\$ 1,463,887.54				\$ 26,189,152.53	AL	2003	AL	\$ 41,155.60
141		PA	\$ 1,148,966.85				\$ 262,743.00	AR	2004	AR	\$ 457,550.75
142		SC	\$ 11,980.00				\$ 155,373.70	AZ		AZ	\$ 1,075,540.05
143		SD	\$ -				\$ 1,375,680.19	CA		CA	\$ 354,006.30
144		TN	\$ 305,608.15				\$ 10,444,985.90	CO		CO	\$ 1,099.00
145		TX	\$ 2,435,281.85				\$ 2,612,134.70	CT		CT	\$ 1,373.00
146		UT	\$ 302,043.05				\$ 31,816.00	DC		DC	\$ 4,778.00
147		VA	\$ 202,583.00				\$ 36,869.00	DE		DE	\$ 1,589.00
148		WA	\$ 3,350,004.78				\$ -	FL		FL	\$ 41,271.00
149		WI	\$ 432,069.25				\$ 166,234.00	GA		GA	\$ 42,550.00
150		WV	\$ 3,087.00				\$ 79,299.00	IA		IA	\$ 94,870.00
151		WY	\$ 250,414.20				\$ 109,546.35	IL		IL	\$ 51,390.30
152			\$ 33,301,216.78				\$ 432,867.90	IN		IN	\$ 17,846.00
153	2003	AL	\$ 286,774.00				\$ 1,934,597.75	LA		LA	\$ 3,644.00
154	2003	AR	\$ 158,046.21				\$ 425,114.40	ME		ME	\$ 59,445.00
155	2003	AZ	\$ 2,036,275.53				\$ 108,202.55	MI		MI	\$ 11,200.00
156	2003	CA	\$ 12,780,284.05				\$ 124,342.00	MH		MH	\$ 59,354.00
157	2003	CO	\$ 3,133,891.70				\$ 162,966.00	MN		MN	\$ 123,724.10
158	2003	CT	\$ 31,816.00				\$ 547,233.00	MO		MO	\$ 23,747.40
159	2003	DC	\$ 38,689.00				\$ 547,233.00	MS		MS	\$ 63,069.40
160	2003	DE	\$ 1,820.00				\$ 1,848,030.20	MT		MT	\$ 14,562.00
161	2003	FL	\$ 168,302.00				\$ 85,365.00	NC		NC	\$ 11,099.00
162	2003	GA	\$ 60,712.00				\$ 85,365.00	NE		NE	\$ 12,202.00
163	2003	IA	\$ 112,408.35				\$ 66,388.20	NJ		NJ	\$ 351,295.10
164	2003	ID	\$ 517,085.85				\$ 80,889.00	NM		NM	\$ 91,423.50
165	2003	IL	\$ 2,064,225.65				\$ 158,801.80	NY		NY	\$ 2,100.00
166	2003	IN	\$ 490,666.90				\$ 482,991.00	OH		OH	\$ 40,741.00
167	2003	KS	\$ 122,737.55				\$ 748,528.26	OK		OK	\$ 627,653.75
168	2003	KY	\$ 124,489.00				\$ 1,048,442.60	OR		OR	\$ 338,989.80
169	2003	LA	\$ 175,124.00				\$ 96,599.00	PA		PA	\$ 83,352.00
170	2003	MH	\$ 581,730.00				\$ 771,506.13	SC		SC	\$ 1,000.00
171	2003	MI	\$ 156,390.00				\$ 619,106.57	SD		SD	\$ -
172	2003	WI	\$ 680,754.00				\$ 1,136,811.80				\$ -
173	2003	MN	\$ 1,848,030.20								\$ -

FCNS 00009

**SETTLEMENT AGREEMENT
EXHIBIT B (FINAL)**

**SUMMARY OF UM/UM BI GENERAL DAMAGES PAYMENTS MADE USING COLOSSUS FROM 07/17/00 TO 11/9/04,
EXCLUDING POLICY LIMITS SETTLEMENTS, BINDING ARBITRATION AND VERDICTS [1]**

A	B	C	D	E	F	G	H	I	J	K	L
ALL CLAIMS	Year Settled	State	Total	INSURED REPRESENTED BY ATTORNEY	Year Settled	State	Total	INSURED NOT REPRESENTED	Year Settled	State	Total
Claimant Represented	(All)			Summary of UM & UIM settlements made from 07-17-00 to 11-9-04 excludes policy limits, binding arbitration and verdicts	TRUE			Claimant Represented	FALSE		
	Data	Data	Data	Claimant Represented	Data	Data	Data	Claimant Represented	Data	Data	Data
230		NY	\$ 11,500.00		WI		\$ 174,229.20				
231		OH	\$ 552,436.00		WV		\$ 2,654.00				
232		OK	\$ 1,011,484.20		WY		\$ 180,460.15				
233		OR	\$ 1,102,124.95		2004 Total		\$ 31,191,737.48				
234		PA	\$ 1,650,920.85		Total Sum of Final GD's		\$ 120,027,222.46				
235		SC	\$ 20,027.00								
236		SD	\$ 31,828.00								
237		TN	\$ 388,558.60								
238		TX	\$ 3,051,042.98								
239		UT	\$ 316,320.55								
240		VA	\$ 271,357.70								
241		WA	\$ 3,788,644.10								
242		WI	\$ 215,354.40								
243		WV	\$ 2,654.00								
244		WY	\$ 181,980.15								
245	2004 Total		\$ 37,141,163.99								
246	(blank)										
247	(blank) Total										
248	Total Sum of Final GD's		\$ 160,897,498.31								
249											
250											
251											
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255											

FCSN 000011

**SETTLEMENT AGREEMENT
EXHIBIT B (FINAL)**

EXHIBIT C

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

HELEN SIKES, Individually and as Class Representative
on Behalf of all Others Similarly Situated,

Plaintiff,

v.

FARMERS GROUP INC.; FARMERS INSURANCE
COMPANY, INC.; and FARMERS INSURANCE
EXCHANGE,

Defendants.

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CASE NO. CJ-03-1149

CLAIM FORM

IF YOU ARE A MEMBER OF SUBCLASS 1 OR A MEMBER OF SUBCLASS 2 WHO DOES NOT ELECT TO HAVE A RE-EVALUATION OF THE GENERAL DAMAGES AMOUNT, YOU MUST COMPLETE THIS FORM.

IN ORDER TO RECEIVE THE CASH PAYMENT, YOU MUST RETURN THIS FORM BY [DATE].

SECTION I. INSTRUCTIONS

1. Complete all items. Type or print all information (except for signature).
2. You must personally sign this form, and have your signature notarized.
3. After completing and signing this Claim Form, please serve it at the following address:

Farmers Claims Administrator
Rust Consulting, Inc.
501 Marquette Avenue, Suite 700
Minneapolis, Minnesota 55402

SECTION II. NECESSARY INFORMATION

1. Name: _____
 (First) (Middle) (Last)
2. Current Address: _____
3. City, State and Zip Code: _____
4. Current Home Telephone: _____
5. Current Driver's License Number and State of Issuance: _____
6. Social Security Number: _____
7. Policy Number (if known): _____
8. Issuing Company (if known): _____
9. Date of Loss (if known): _____

I certify that the information on this claim form is true and correct. Further, this is the only claim being made by me.

Dated: _____

(Signature)

(Print Name)

Subscribed to and sworn before me this ____ day of _____, 2005.

Notary Public

**CLAIM FORM (FINAL)
EXHIBIT C**

EXHIBIT D

**IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA**

HELEN SIKES, Individually and as
Class Representative on Behalf of all
Others Similarly Situated,

Plaintiff,

v.

FARMERS GROUP INC.; FARMERS
INSURANCE COMPANY, INC.; and
FARMERS INSURANCE EXCHANGE,

Defendants.

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CASE NO. CJ-03-1149

**NOTICE TO CLASS MEMBERS OF PROPOSED
CLASS ACTION SETTLEMENT**

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.
YOU MAY WISH TO CONSULT YOUR ATTORNEY CONCERNING THIS NOTICE.**

Re: Cause No. CJ-03-1149; *Helen Sikes, Individually and as Class Representatives on Behalf of All Others Similarly Situated, Plaintiffs v. Farmers Group, Inc., Farmers Insurance Company, Inc., and Farmers Insurance Exchange, Defendants*; In the District Court of Pottawatomie County, Oklahoma.

**THIS IS TO NOTIFY YOU OF A PROPOSED CLASS ACTION SETTLEMENT OF THIS
LAWSUIT.**

A. THE LAWSUIT — WHAT IS IT ABOUT?

Plaintiffs/Class Representatives Helen Sikes and Wayne G. Miller filed this lawsuit in Oklahoma and contend that Farmers Insurance Company, Inc. (FICO) did not pay them enough money to compensate them for their general damages for a bodily injury claim under a private passenger automobile policy Uninsured/Underinsured Motorist (UM/UIM) claim. The Plaintiffs'/Class Representatives' claims are based upon the allegations that the use of a computer program known as "Colossus" resulted in underpayment of the amounts paid for general damages.

Plaintiffs/Class Representatives sought (1) an injunction to stop use of Colossus, and (2) damages. In addition, Plaintiffs/Class Representatives sought certification of a multi-state class of claimants with the same claims.

B. CLASS SETTLEMENT

Following extensive discovery and court hearings in Oklahoma, the parties to the lawsuit have entered into (and have obtained preliminary approval from the Oklahoma District Court) for a Settlement Agreement. The Settlement Agreement (1) is between Plaintiffs/Class Representatives, FARMERS,¹ and Farmers Group, Inc.; (2) provides for certification of a multi-state class of claimants; (3) provides for injunctive relief for the members of the INJUNCTIVE RELIEF CLASS; and (4) provides for payment, on a claims made basis, of additional amounts to the BODILY INJURY CLAIM CLASS.

INJUNCTIVE RELIEF CLASS

You are a member of the INJUNCTIVE RELIEF CLASS if you were an insured under a private passenger automobile policy (1) written by FARMERS; (2) during July 17, 2000 to the EFFECTIVE DATE; (3) in your state; and (4) which contained a provision for UM/UIM coverage which was not rejected by you under your state's law.

YOU NEED DO NOTHING FURTHER TO OBTAIN THE BENEFITS TO THE MEMBERS OF THE INJUNCTIVE RELIEF CLASS AFTER YOU RECEIVE THIS NOTICE.

¹ "FARMERS" is defined in the Settlement Agreement to mean of the following companies which write private passenger automobile insurance in your state: Farmers Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company of Arizona, Farmers Insurance Company, Inc., Truck Insurance Exchange, Civic Property and Casualty Company, Farmers Insurance Company of Idaho, Illinois Farmers Insurance Company, Farmers New Century Insurance Company, Farmers Insurance Company of Oregon, Farmers Texas County Mutual Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Farmers Insurance Company of Washington, Maryland Casualty Company, Northern Insurance Company of New York, Assurance Company of America, Valiant Insurance Company, Maryland Insurance Company, National Standard Insurance Company, Maine Bonding and Casualty Company, and Maryland Lloyds. "FARMERS" does not include Farmers Group, Inc.

THE INJUNCTION PROVIDES THAT FARMERS SHALL NOT USE COLOSSUS TO DETERMINE THE AMOUNT OF GENERAL DAMAGES FOR BODILY INJURY TO BE PAID TO YOU IN THE EVENT YOU MAKE A CLAIM FOR BODILY INJURY UNDER YOUR AUTO POLICY'S UM/UIM COVERAGE.

FARMERS is otherwise permitted to utilize Colossus for other purposes. You may obtain further details regarding the injunction by reviewing the Settlement Agreement in the Office of the Court Clerk, Pottawatomie County, 325 N. Broadway, Shawnee, Oklahoma 74801 during regular business hours.

COMPENSATION CLASS

If you received this Notice, you are a member of the BODILY INJURY CLAIM CLASS, (either SUBCLASS 1 or SUBCLASS 2) which are described as follows:

SUBCLASS 1: INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS, and who, according to the books and records of FARMERS: (a) were represented by an attorney; and (b) executed a release of their claim to FARMERS; and

SUBCLASS 2: INSURED PERSONS who do not fall within the definition of SUBCLASS 1 and who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS.

1. **MEMBERS OF SUBCLASS 1:**

If you are a member of SUBCLASS 1, you are entitled to submit the CLAIM FORM (which is attached to this Notice as Exhibit A), and receive an amount equal to 7.5% of the amount of the GENERAL DAMAGES PAYMENT made to you by FARMERS during the period from July 17, 2000 to the EFFECTIVE DATE not to exceed the applicable UM/UIM limits. The CLAIM FORM must be fully completed, signed and notarized, and returned to Farmers Claims Administrator, Rust

Consulting, Inc., by June 17, 2005. If you do not timely submit a properly completed, signed and notarized form, you will not be entitled to any additional payment.

2. MEMBERS OF SUBCLASS 2.

If you are a member of SUBCLASS 2, you may elect either one, but not both of (1) submitting a CLAIM FORM and receiving 12.5% of the amount of the GENERAL DAMAGES PAYMENT made to you by FARMERS during the period from July 17, 2000 to the EFFECTIVE DATE not to exceed the applicable UM/UIM limits; or (2) request a re-evaluation of your GENERAL DAMAGES PAYMENT by submitting the PROOF OF CLAIM FORM.

If you elect to submit the CLAIM FORM (which is attached to this Notice as Exhibit A), it must be fully completed, signed and notarized, and returned to Farmers Claims Administrator, Rust Consulting, Inc. by June 17, 2005. If you do not timely submit a properly completed, signed and notarized form, you will not be entitled to any additional payment. If you elect to have your claim re-evaluated, you will not be entitled to this payment.

If you elect instead to have the GENERAL DAMAGES PAYMENT (made to you by FARMERS during the period from July 17, 2000 to the EFFECTIVE DATE) re-evaluated by Farmers Insurance Exchange, you must complete and submit the PROOF OF CLAIM FORM (attached to this Notice as Exhibit B). This form must be fully completed, signed and notarized, and returned by June 17, 2005. Upon completion of the re-evaluation of the GENERAL DAMAGES PAYMENT, you will be notified of whether you are entitled to any additional payment, which cannot exceed 25% of the GENERAL DAMAGES PAYMENT already made to you by FARMERS. In no event will the additional payment, if any, exceed the UM/UIM limits of the policy. If you do not timely submit a properly completed, signed and notarized form, you will not be entitled to a re-evaluation.

C. CLASS COUNSEL

The COURT appointed the below listed law firms and attorneys to represent you and other Class Members. These lawyers are called CLASS COUNSEL. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. CLASS COUNSEL will ask the COURT for attorneys' fees, costs and expenses up to, but not to exceed \$8,500,000. The COURT may award less than this amount. These amounts will not come out of the funds for payment to Class Members. FARMERS has agreed not to oppose these fees and costs and expenses. FARMERS will also separately pay the costs to administer the settlement.

The CLASS COUNSEL are:

Reggie N. Whitten
Jason E. Roselius
Simone Gosnell Fulmer
WHITTEN NELSON MCGUIRE TERRY &
ROSELIUS
Suite 400, One Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

Terry W. West
Bradley C. West
THE WEST LAW FIRM
124 West Highland
Shawnee, Oklahoma 74801

Michael Burrage
BURRAGE LAW FIRM
Suite 100, First United Center
115 N. Washington
P.O. Box 1727
Durant, Oklahoma 74701

Mark E. Bialick
Rodney D. Stewart
DURBIN LARIMORE & BIALICK
920 North Harvey
Oklahoma City, Oklahoma 73102

Ron Parry
PARRY DERRING FUTSCHER & SPARKS
411 Garrard Street
P.O. Box 2618
Covington, Kentucky 41012

D. EXCLUDING YOURSELF FROM THE BODILY INJURY CLAIM CLASS SETTLEMENT

If you do NOT want to remain a member of the Bodily Injury Claims Class and do not want to participate in the proposed settlement, then you must exclude yourself from the Class. To exclude yourself from the Bodily Injury Claims Class (“opt-out”), you must indicate your desire to opt-out by a personally signed, written request submitted to:

Farmers Claims Administrator
Rust Consulting, Inc.
501 Marquette Avenue, Suite 700
Minneapolis, Minnesota 55402

Your exclusion request must be postmarked no later than April 23, 2005. Unsigned requests will not be accepted, and no one else can sign your Exclusion Request for you. Your Exclusion Request must, at a minimum, contain your name, address, insurance policy number, a clear statement that you wish to be excluded from the Class, and your signature.

By electing to be excluded from the Bodily Injury Claims Class: (i) you will not receive any payments that may be paid to the members of the Bodily Injury Claims Class as a result of the settlement; (ii) you will not benefit from or be bound by any further orders or judgments entered for or against the Bodily Injury Claims Class; and (iii) you may present any claims you have against Farmers by filing your own lawsuit at your own expense. If you do not exclude yourself from the Class and the Settlement is approved, you will be bound by its terms and by any judgment entered as a result of the Settlement, and will be permanently enjoined from prosecuting any of the claims released in this matter at any time in the future. If you do not exclude yourself from the Class, you may, if you wish, enter an appearance by an attorney of your own choice at your own expense, but no attorney may participate in the Hearing unless his or her appearance has been filed in this matter and served on counsel for the parties 14 days before the date set for the Final Fairness Hearing.

You should be aware that, if you opt-out, you may be subject to various defenses against you that may bar your recovery.

IF TOO MANY CLASS MEMBERS OPT-OUT, FARMERS AND FARMERS GROUP, INC. HAVE THE RIGHT TO WITHDRAW FROM THE SETTLEMENT, MAKING IT VOID FOR THOSE WISHING TO REMAIN IN THE CLASS.

E. FINAL FAIRNESS HEARING

The COURT will hold a Final Hearing to decide whether to approve the settlement at __: __ .m on the ____ day of _____, 2005 at the Pottawatomie County Courthouse, 325 N. Broadway, Shawnee, Oklahoma 74801. At this hearing, the COURT will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the COURT will consider them. The COURT may also decide how much to pay to CLASS COUNSEL. After the hearing, the COURT will decide whether to approve the settlement. We do not know how long these decisions will take.

If you are a member of the BODILY INJURY CLAIM CLASS or the INJUNCTIVE RELIEF CLASS, you have the right to object to the terms of the settlement, including the appointment of CLASS COUNSEL and the award of attorneys' fees and expenses to CLASS COUNSEL. Any member of the BODILY INJURY CLAIM CLASS or the INJUNCTIVE RELIEF CLASS desiring to be heard at the FAIRNESS HEARING in opposition to class certification, the settlement, the Settlement Agreement, the appointment of CLASS COUNSEL, or the CLASS COUNSEL'S requested attorneys' fees and expenses should file no later than May 3, 2005, with the Clerk of the Pottawatomie County District Court, Shawnee, Oklahoma, and serve upon counsel to all parties listed below, notice in writing of an intention to appear at the FAIRNESS HEARING, together with the following: (i) a written statement of each objection being made, (ii) a written, detailed description of the facts underlying each such objection, (iii) a written, detailed description of

the legal authorities underlying each such objection, (iv) a statement of whether the objector intends to appear at the FAIRNESS HEARING; (v) a written list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the FAIRNESS HEARING and a statement of the testimony to be offered, and (vi) a written list of the exhibits which the objector may offer during the FAIRNESS HEARING, along with copies of those exhibits to:

a. CLASS COUNSEL:

Reggie N. Whitten
WHITTEN NELSON MCGUIRE TERRY & ROSELIUS
Suite 400, One Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

b. COUNSEL FOR DEFENDANTS:

Brooke S. Murphy
CROWE & DUNLEVY
20 North Broadway, Suite 1800
Oklahoma City, Oklahoma 73102

c. COURT CLERK:

Rita Head
Court Clerk
Pottawatomie County
325 N. Broadway
Shawnee, Oklahoma 74801

IF YOU FAIL TO COMPLY WITH THIS PROCEDURE FOR MAKING OBJECTIONS, ANY OBJECTION YOU HAVE WILL BE DEEMED BY THE COURT TO HAVE BEEN WAIVED.

ALL MEMBERS OF THE BODILY INJURY CLAIM CLASS WHO FILE OBJECTIONS WILL WAIVE AND FORFEIT THEIR RIGHT TO OPT-OUT.

G. ADDITIONAL INFORMATION — WHERE CAN I GET IT?

This notice summarizes the provisions of the settlement and Settlement Agreement in sufficient detail that it is expected that most people will not need substantial additional information.

Nevertheless, you may request copies of the complete Settlement Agreement, together with related documents, by calling or writing CLASS COUNSEL at:

Reggie N. Whitten
WHITTEN NELSON MCGUIRE TERRY & ROSELIUS
Suite 400, One Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

You may also review the pleadings, records and other papers on file in this litigation, which may be inspected during regular business hours at the District Clerk's Office, Pottawatomie County Courthouse, 325 North Broadway Avenue, Shawnee, Oklahoma 74801.

Although the CLASS REPRESENTATIVES, CLASS COUNSEL, FARMERS, and their Counsel believe that the descriptions of the agreements contained in this Notice are accurate in all respects, in the event of any inconsistencies between the descriptions in this Notice and the Settlement Agreement, the Settlement Agreement will control. We suggest that you contact CLASS COUNSEL regarding any questions.

PLEASE DO NOT CONTACT THE COURT.

The foregoing is only a summary of the circumstances surrounding this lawsuit, the claims asserted, the settlement proposed, and the matters related thereto. You may seek the advice of your own private attorney, at your own expense, if you desire.

Dated this ____ day of _____, 2005

Hon. Douglas L. Combs - District Judge

3833387v1

EXHIBIT E

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

HELEN SIKES, Individually and as
Class Representative on Behalf of all
Others Similarly Situated,

Plaintiff,

v.

FARMERS GROUP INC.; FARMERS
INSURANCE COMPANY, INC.; and
FARMERS INSURANCE EXCHANGE,

Defendants.

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CASE NO. CJ-03-1149

**FINAL ORDER AND JUDGMENT CERTIFYING CLASSES
FOR SETTLEMENT PURPOSES, APPROVING A SETTLEMENT
BETWEEN THE CLASS MEMBERS AND DEFENDANTS, AND
AWARDING ATTORNEYS' FEES AND EXPENSES**

This matter having come before the Court on the motion of Helen Sikes, and Wayne Miller (“Plaintiffs”) for approval of the class action settlement (hereinafter the “Settlement”) set forth in the Settlement Agreement dated February 17, 2005, and the exhibits thereto (“Settlement Agreement”) attached hereto as Exhibit 1 and incorporated herein, and the Court having considered all papers filed and proceedings had herein, the evidence and the arguments of counsel, and being fully informed in the premises, finds, orders and decrees as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. All objections raised by individuals who did not personally appear at this hearing are WAIVED and OVERRULED. All other objections to the Settlement are hereby OVERRULED.

EXHIBIT E

2. This Final Order and Judgment incorporates herein and makes a part hereof, the Settlement Agreement dated February 17, 2005, and all exhibits thereto and the terms, provisions, conditions and releases contained therein.

3. This Court has jurisdiction over the subject matter of this litigation, and over all parties to the litigation, including all members of the Classes as defined in Paragraph 4 below, and has jurisdiction to approve the Settlement and the Settlement Agreement.

4. The Court has considered the class action prerequisites set forth in 12 O.S. § 2023 and finds that the prerequisites are satisfied for purposes of settlement.

5. All terms in this Order in all capital letters have the same meaning as such terms are defined in the Settlement Agreement.

6. The Classes consist of a BODILY INJURY CLAIM CLASS and an INJUNCTIVE RELEASE CLASS, as those terms are defined in the Settlement Agreement, for settlement purposes only. The BODILY INJURY CLAIM CLASS consists of two subclasses described as follows:

SUBCLASS 1: INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS, and who, according to the books and records of FARMERS: (a) were represented by an attorney; **and** (b) executed a release of their claim to FARMERS; and

SUBCLASS 2: INSURED PERSONS who do not fall within the definition of SUBCLASS 1, and who, according to the books and records of FARMERS, were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS.

EXHIBIT E

The INJUNCTIVE RELIEF CLASS consists of:

All INSURED PERSONS under a private passenger automobile insurance policy written by FARMERS during the CLASS PERIOD, which included Uninsured/Underinsured Motorist Coverage, and which coverage was not rejected under any applicable state or states' law.

This Court hereby grants final approval to the certification of the above described Classes for purposes of settlement only.

5. The settlement is fair, reasonable and adequate as to, and in the best interests of, each of the parties and the SETTLEMENT CLASS MEMBERS. This finding is based upon the following:

A. This Court finds that the Settlement was an arm's length agreement. The Court hereby finds that the Settlement has been entered into in good faith and resulted from extensive arm's length negotiations which were concluded after Plaintiffs' counsel had conducted discovery (including depositions, document review, and informal discovery) and after Plaintiffs' counsel had consulted with independent experts concerning the issues raised by Plaintiffs' claims.

B. This Court finds that the Settlement provides significant benefit to the Classes. Additionally, this Court finds that the subject matter of this litigation is factually and legally complex because it involves the analysis of technically sophisticated computer software and individual claims handling decisions for thousands of individual bodily injury claims. In addition, the trial of this matter would raise numerous complex legal issues, including questions of choice of law, contract interpretation and the validity of releases. The resulting litigation would take many years and involve enormous expense for both parties. Additionally, any result would likely be

EXHIBIT E

followed by further lengthy and costly appeals. In contrast, the proposed Settlement provides Class Members with the opportunity for timely relief without having to endure the risk, time and expense inherent in continuing this litigation. The proposed Settlement's provision of timely relief therefore strongly supports approval of the proposed Settlement.

C. This Court finds that the stage of the proceedings and the amount of discovery support approval of the Settlement evidenced by the Settlement Agreement. There has been extensive discovery and access to information in this case. Plaintiffs have been provided with thousands of documents in response to requests of experienced CLASS COUNSEL and have deposed Defendants' personnel, and other persons with knowledge of relevant facts. The discovery in this case had progressed to the point where counsel for each side could reasonably assess the strengths and weaknesses of their respective cases. Plaintiffs therefore had an ample basis for evaluating the case and negotiating a settlement whose diverse forms of relief are tailored to the needs and potential claims of the various Class Members and which ensures that no Class Member's interests have been unfairly compromised.

D. This Court finds that the factual and legal obstacles to prevailing on the merits support approval of the Settlement. Plaintiffs faced a number of factual and legal obstacles to prevailing on the merits which support the reasonableness of Settlement.

E. This Court finds that the Settlement should be approved in light of the possible range and uncertainty of remedies. The remedy available should these cases proceed to trial is by no means certain, while the value of the Settlement benefits is great. This factor weighs heavily in favor of approval.

EXHIBIT E

F. This Court finds that but for the participation of all parties to the Settlement, and in the Settlement Agreement, no settlement of these claims could be made in this state, or in any one state. This factor weighs heavily in favor of approval.

G. This Court finds that but for this settlement, no vehicle exists for a class-wide resolution of those claims. This factor too weighs heavily in favor of approval, and this Court finds the Settlement should be approved.

H. This Court finds that the respective opinions of the participants confirm that the proposed Settlement should be approved. CLASS COUNSEL are experienced in complex litigation in insurance matters and are of the opinion that the proposed Settlement is fair and reasonable. The CLASS REPRESENTATIVES likewise are of the opinion that the proposed Settlement is fair and reasonable.

8. The parties and SETTLEMENT CLASS MEMBERS are hereby directed to complete the Settlement Agreement, according to its terms and provisions.

9. The Court finds that the CLASS NOTICE and methodology implemented pursuant to the Court's Order dated February 17, 2005 complied in all respects with 12 O.S. § 2023(C)(2) in that it provided individual notice to all members of the BODILY INJURY CLAIM CLASS who could be identified through reasonable effort and was the best notice practicable under the circumstances. The Court finds that the CLASS NOTICE and methodology fully complied with the requirements of Oklahoma law,, all Rules of Court, all other applicable requirements of law, and the Due Process Clause of the Constitution of the United States.

10. The Court finds that CLASS COUNSEL and the CLASS REPRESENTATIVES

EXHIBIT E

adequately represent the Classes for purposes of both entering into and implementing the Settlement

11. The Court finds that the Defendants before the Court are Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Farmers Group, Inc. The only Defendant before the Court which wrote private passenger automobile insurance in Oklahoma during the Class Period is Farmers Insurance Company, Inc., which also writes such insurance in Arkansas, Kansas, Iowa and Missouri. Farmers Insurance Company, Inc. does not write private passenger automobile insurance in any other state. Farmers Insurance Exchange does not write private passenger automobile insurance in Oklahoma, Arkansas, Iowa or Missouri. Farmers Group, Inc. does not have a certificate of authority to write insurance in any state. With the exception of (1) Farmers Insurance Exchange and Truck Insurance Exchange, which write other lines of insurance in the State of Oklahoma, and (2) Mid-Century Insurance Company, which is not named as a defendant in this case; none of the PARTICIPANTS, as defined in the Settlement Agreement, do business in the State of Oklahoma and none of the PARTICIPANTS are subject to in personam jurisdiction in the Courts of the State of Oklahoma (federal or state). But for PARTICIPANTS' agreement to participate in the Agreement, the Settlement ordered hereby could not have been made, completed, or implemented in this state or any other state. The PARTICIPANTS have participated in the Settlement Agreement with the express understanding, agreement and stipulation by CLASS COUNSEL, the CLASS REPRESENTATIVES and the other parties to the Settlement Agreement, which understanding, agreement and stipulation is hereby ordered to be binding on the SETTLEMENT CLASS MEMBERS, the Plaintiffs, and the Plaintiffs' Counsel in Sikes and Hill as follows:

A PARTICIPANTS' participation herein is only in the state or states where the

EXHIBIT E

PARTICIPANT wrote private passenger automobile insurance during the CLASS PERIOD;

B. With the exception of Mid-Century Insurance Company and Farmers Insurance Company, Inc., who do business in Oklahoma, none of the PARTICIPANTS' acts undertaken to effectuate and complete the terms of the Settlement Agreement in their respective state or states shall constitute the doing of business in Oklahoma, or the doing of the business of insurance in the State of Oklahoma;

C. CLASS COUNSEL, the CLASS REPRESENTATIVES, individually and on behalf of the SETTLEMENT CLASS MEMBERS, Plaintiffs and Plaintiffs' Counsel in Sikes and Hill, or any of them, may not claim, allege, contend assert, complain or plead in any suit, matter, action or proceeding, in any Court (state or federal) in Oklahoma or elsewhere, that the participation in this Settlement by the PARTICIPANTS or any of them (1) constitutes the doing of business, or the business of insurance in the State of Oklahoma or any other state other than the state where that insurer is licensed to, and wrote private passenger automobile insurance during the CLASS PERIOD, (2) subjects PARTICIPANTS to the jurisdiction of the Courts of the State of Oklahoma (federal or state) (3) constitutes a general appearance or consent to jurisdiction in the State of Oklahoma; (4) waives any right to contest jurisdiction; (5) obligates PARTICIPANTS beyond the express terms and provisions of the Agreement; (6) gives rise to any joint and several liability by, between or among the PARTICIPANTS in this case or any other action, suit, matter or proceeding; (7) gives rise to any partnership, joint venture, or other association by, among and between Participants in this case, or any other action, suit, matter or proceeding; (8) alters PARTICIPANTS' relation as "affiliates" as defined under the various states' Holding Company System Regulatory

EXHIBIT E

Acts; (9) subjects PARTICIPANTS to liability for acts or omissions by any other PARTICIPANT.

12. The terms of the Settlement Agreement and this Final Order and Judgment shall be forever binding upon, and shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other proceedings that may be maintained by, or on behalf of the Plaintiffs, CLASS REPRESENTATIVES, parties to the Settlement Agreement, or any SETTLEMENT CLASS MEMBERS, as well as the heirs, executors, administrators, successors and assigns of one or more of them, relating to the claims released in the following release, which is also set forth in Paragraph 2.31 of the Settlement Agreement, and is expressly incorporated herein in all respects.

“Released Claims” means and includes any and all claims, demands, causes of action, claims for relief or demands for money, of any kind or nature whatsoever, now known or unknown, asserted or unasserted including, but not limited to, legal, equitable, statutory, or common law causes of action, and whether sounding in tort or contract, that have been, or that could have been asserted by any member of the BODILY INJURY CLAIM CLASS and/or the CLASS REPRESENTATIVES and/or the PARTICIPATING PLAINTIFF against FARMERS or FGI in *Sikes* or *Hill*, or in any other action or proceeding, in any other state, directly or indirectly arising from, in connection with, or related in any way to FARMERS’ use of COLOSSUS in adjusting or otherwise evaluating BODILY INJURY CLAIMS at any time up to and including the EFFECTIVE DATE. The claims, demands, cause of action, and theories of recovery being released include, but are not limited to, any and all demands, claims suits, actions, causes of action, covenants, liens, debts, assessments, liabilities, judgments, settlements, fines, punitive/exemplary damages, costs, damages, loss of service, loss of use, lost wages, compensation, premiums, penalties and expenses (including, without limitation, all legal fees, interest and penalties), of any and every character and nature whatsoever, which are known or unknown, which are now existing or that might arise in the future, including but not limited to:

EXHIBIT E

- a. all claims for breach of contract or any covenants arising out of contract;
- b. all claims for negligence, including simple negligence, gross negligence, and negligence per se;
- c. all claim for or based on intentional acts and/or torts;
- d. all claims for or based on strict liability;
- e. all claims for violations of or based on the insurance code or any unfair claims practices statutes of any state;
- f. all claims for violations of or based on any state or federal consumer protection act or statute, or any state or federal unfair competition statute, or any false or misleading advertising statute;
- g. all claims for fraud, or misrepresentation, and all other claims based on any sort of alleged statements, misstatement, or misleading act or omission, regardless of how those claims are characterized;
- h. all claims for breach of the duty of good faith and fair dealing, bad faith, and/or breach of fiduciary duty;
- i. all BODILY INJURY CLAIMS and all other claims seeking damages based on the use of COLOSSUS in adjusting or otherwise evaluating a BODILY INJURY CLAIM, regardless of how those claims are characterized;
- j. all claims for or based on any alleged conspiracy;

and all other claims and causes of action, including but not limited to all claims sounding in contract and/or tort, all derivative claims and causes of action and other claims and causes of action asserted in a representative capacity, incurred or to be incurred, which are directly or indirectly attributable to, related to, concerning, on account of, the Plaintiffs' claims, made the basis of *Sikes* or *Hill*.

EXHIBIT E

13. All SETTLEMENT CLASS MEMBERS are, from this day forward, hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit in any jurisdiction based on or relating to the claims and causes of action within the scope of the RELEASED CLAIMS (as that term is defined in the Settlement Agreement) and are bound by the above Release.

14. The parties are authorized, without further approval from this Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) as: (i) shall be consistent in all material respects with this Final Order and Judgment; and (ii) do not limit the rights of Class Members.

15. Nothing in this Final Order and Judgment shall preclude any action to enforce the terms of the Settlement Agreement.

16. FARMERS is authorized, at its sole discretion but in consultation with Plaintiffs' Counsel and without approval from the Court, to implement the settlement.

17. CLASS COUNSEL are hereby awarded attorneys' fees, costs and expenses in the amount \$8,500,000.00 dollars to be paid by FARMERS in accordance with the terms and conditions set forth in Settlement Agreement. The award is reasonable, based upon the complexity of the issues involved and the expertise of counsel. More importantly, the fees, costs and expenses agreed upon in the Settlement Agreement does not reduce the amount paid to the Classes.

18. The Court has jurisdiction to enter this Final Order and Judgment. Without in any way affecting the finality of this Final Order and Judgment, this Court hereby retains jurisdiction as

to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order and Judgment, and for any other necessary purpose., including enforcement of the Protective Orders referred to in the Settlement Agreement.

19. Neither this Final Order and Judgment nor the Settlement Agreement (nor any document referred to herein or any action taken to carry out this Final Order and Judgment) is, may be construed as, or may be used as an admission by Defendants or FARMERS of the validity of any claim or actual or potential fault, wrongdoing, or liability whatsoever. Entering into or carrying out the Settlement Agreement and any negotiations or proceedings relating to the settlement shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses of Defendants or FARMERS and shall not be offered or received in evidence in any action or proceeding against any party hereto in any Court, administrative agency or other tribunal for any purpose whatsoever, other than as evidence of the Settlement or to enforce the provisions of this Final Order and Judgment and the Settlement Agreement. This Final Order and Judgment and the Settlement Agreement (including the exhibits thereto) may, however, be filed in any action against or by Defendants and FARMERS against SETTLEMENT CLASS MEMBERS and other parties to the Settlement Agreement to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Upon the EFFECTIVE DATE , FARMERS is permanently enjoined from the use of Colossus to determine the amount of the GENERAL DAMAGES to be paid to an INSURED PERSON for an individual UM/UIM BODILY INJURY CLAIM under private passenger auto

policies issued by FARMERS. This injunction shall remain in full force and effect from the EFFECTIVE DATE until (1) it is set aside by the Court, (2) set aside in another state pursuant to that state's law, or (3) a change is made in the laws; whether federal law, state law, or by a rule or regulation of a state's department of insurance or other regulatory authority with jurisdiction which permits the use of COLOSSUS as a tool in determining the amount of GENERAL DAMAGES , or as a permissible tool in determining the GENERAL DAMAGES to be paid an INSURED PERSON for a BODILY INJURY CLAIM . In the event of such change in the law, as described herein, this injunction shall be dissolved only in such jurisdiction by operation of law upon the effective date of such specific change in the law. This injunction does not prohibit the use of COLOSSUS for non-UM/UIM claims and does not otherwise prohibit the use of COLOSSUS by FARMERS for any other purpose, and Farmers shall be entitled to use or otherwise employ COLOSSUS for any other purpose including, but not limited to, the collection, recording, assimilation, dissemination, analysis, reporting, study, and compilation of claims data.

21. In the event the settlement does not become effective in accordance with the terms of the Settlement Agreement, this Final Order and Judgment, including the class certification and other terms herein, shall be rendered null and void and be vacated, and shall not be construed or used as an admission, concession or declaration against FARMERS of any fault, wrongdoing, breach or liability, or as a waiver by any party of any defenses it may have, including defenses to class certification.

IT IS SO ORDERED:

SIGNED this ___ day of _____, 2005

HON. DOUGLAS L. COMBS,
Judge of the District Court

EXHIBIT F

**IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA**

HELEN SIKES, Individually and as
Class Representative on Behalf of all
Others Similarly Situated,

Plaintiff,

v.

FARMERS GROUP INC.; FARMERS
INSURANCE COMPANY, INC.; and
FARMERS INSURANCE EXCHANGE,

Defendants.

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CASE NO. CJ-03-1149

**ORDER OF PRELIMINARY APPROVAL,
NOTICE, AND TEMPORARY INJUNCTION**

On this 17th day of February, 2005, Plaintiffs, through counsel, Reggie Whitten, Jason E. Roselius, and Simone Fulmer of Whitten Nelson McGuire Terry & Roselius; Mark Bialick and Rodney Stewart of Durbin, Larimore & Bialick; Terry West and Bradley West of The West Law Firm; Ron Parry and David Futscher of Parry Deering Futscher & Sparks; and Michael Burrage of the Burrage Law Firm and Defendants, through counsel, Brooke Murphy and Timila Rother of Crowe & Dunlevy and Gary Chilton of Holladay Chilton & DeGiusti appeared before the Court pursuant to Plaintiffs' Motion for Preliminary Approval, Notice, and Temporary Injunction.

Upon the pleadings herein, the arguments of the parties, and review of the Settlement Agreement, including the exhibits attached thereto (collectively, the "Settlement Agreement"), attached hereto as Exhibit 1, the terms, definitions and conditions of which are incorporated herein, and upon reviewing all prior proceedings held herein, and due deliberation having been had thereon;

Order of Preliminary Approval,
Notice, and Temporary Injunction (Final)

EXHIBIT F

upon the motion of Plaintiffs, and without objection of the Defendants, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **CLASS REPRESENTATIVES and CLASS COUNSEL.** Helen Sikes and Wayne G. Miller are designated as representatives of the Settlement Classes, as defined in Paragraph 3 below, for the sole purpose of settlement. Reggie Whitten, Jason E. Roselius, and Simone Fulmer of Whitten Nelson McGuire Terry & Roselius and Mark Bialick; Rodney Stewart of Durbin, Larimore & Bialick; Terry West and Bradley West of The West Law Firm; Ron Parry and David Futscher of Parry Deering Futscher & Sparks; and Michael Burrage of the Burrage Law Firm are designated as Counsel for the Classes.

2. **Conditional Class Findings.** The COURT has considered the evidence and arguments of counsel, the record in this case, including the pleadings and motions previously filed by the parties, and the Settlement Agreement, and on that basis preliminarily finds that, for purposes of settlement of this case (and only for such purposes and without an adjudication of the merits of class certification) that, the requirements for conditional certification of the Settlement Classes, for settlement purposes only under 12 O.S. § 2023 have been met.

The COURT therefore preliminarily approves, and ORDERS the conditional certification of a BODILY INJURY CLAIM CLASS and an INJUNCTIVE RELIEF CLASS for settlement purposes only. THE BODILY INJURY CLAIM CLASS shall consist of two subclasses described as follows:

SUBCLASS 1: INSURED PERSONS who were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS

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PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS, and who, according to the books and records of FARMERS: (a) were represented by an attorney; and (b) executed a release of their claim to FARMERS; and

SUBCLASS 2: INSURED PERSONS who do not fall within the definition of SUBCLASS 1, and who, according to the books and records of FARMERS, were paid a GENERAL DAMAGES PAYMENT by FARMERS, during the CLASS PERIOD, for a BODILY INJURY CLAIM, as determined by and according to the books and records of FARMERS.

The INJUNCTIVE RELIEF CLASS shall consist of:

All INSURED PERSONS under a private passenger automobile insurance policy written by FARMERS during the CLASS PERIOD, July 17, 2000 to EFFECTIVE DATE, which included Uninsured/Underinsured Motorist Coverage, and which coverage was not rejected under any applicable state or states' law.

All terms in this Order in all capital letters have the same meaning as such terms are defined in the parties' Settlement Agreement.

3. Findings Regarding Proposed Settlement.

The COURT finds that:

A. The proposed settlement resulted from extensive arm's length negotiations and was concluded after counsel for Plaintiffs had conducted significant discovery (including the review of documents and the depositions of Defendants' personnel) and had consulted with independent experts concerning the issues raised by Plaintiffs' claims; and

B. The proposed settlement evidenced by the Settlement Agreement is sufficient to warrant (i) notice thereof to the members of the BODILY INJURY CLAIM CLASS and (ii) a full

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and final hearing on its fairness and adequacy.

C. The Defendants before the COURT are Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Farmers Group, Inc. The only Defendant before the COURT which wrote private passenger automobile insurance in Oklahoma during the CLASS PERIOD is Farmers Insurance Company, Inc., which also writes such insurance in Arkansas, Kansas, Iowa and Missouri. Farmers Insurance Company, Inc. does not write private passenger automobile insurance in any other state. Farmers Insurance Exchange does not write private passenger automobile insurance in Oklahoma, Arkansas, Iowa or Missouri. Farmers Group, Inc. does not have a certificate of authority to write insurance in any state. With the exception of (1) Farmers Insurance Exchange and Truck Insurance Exchange, which write other lines of insurance in the State of Oklahoma, and (2) Mid-Century Insurance Company, which is not named as a defendant in this case; none of the PARTICIPANTS, as defined in the Settlement Agreement, do business in the State of Oklahoma and none of the PARTICIPANTS are subject to in personam jurisdiction in the courts of the State of Oklahoma (federal or state). The COURT deems it very significant that but for PARTICIPANTS' agreement to participate in the Settlement Agreement, this settlement could not have been made, completed, or implemented in this state or in any other state. The PARTICIPANTS will participate in the Settlement Agreement with the express understanding, agreement and stipulation by CLASS COUNSEL, the CLASS REPRESENTATIVES and the other parties to the Settlement Agreement, which understanding, agreement and stipulation is hereby ORDERED as binding on the SETTLEMENT CLASS MEMBERS, the Plaintiffs, and the Plaintiffs' Counsel in Sikes and Hill as

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EXHIBIT F

follows:

A. PARTICIPANTS' participation herein is only in the state or states where the PARTICIPANT wrote private passenger automobile insurance during the CLASS PERIOD;

B. With the exception of Mid-Century Insurance Company and Farmers Insurance Company, Inc., who do business in Oklahoma, none of the PARTICIPANTS' acts undertaken to effectuate and complete the terms of the Settlement Agreement in their respective state or states shall constitute the doing of business in Oklahoma, or the doing of the business of insurance in the State of Oklahoma;

C. CLASS COUNSEL, the CLASS REPRESENTATIVES, individually and on behalf of the SETTLEMENT CLASS MEMBERS, Plaintiffs and Plaintiffs' Counsel in Sikes and Hill, or any of them, may not claim, allege, contend assert, complain or plead in any suit, matter, action or proceeding, in any court (state or federal) in Oklahoma or elsewhere, that the participation in this Settlement by the PARTICIPANTS or any of them (1) constitutes the doing of business, or the business of insurance in the State of Oklahoma or any other state other than the state where that insurer is licensed to, and wrote private passenger automobile insurance during the CLASS PERIOD, (2) subjects PARTICIPANTS to the jurisdiction of the courts of the State of Oklahoma (federal or state) (3) constitutes a general appearance or consent to jurisdiction in the State of Oklahoma; (4) waives any right to contest jurisdiction; (5) obligates PARTICIPANTS beyond the express terms and provisions of the AGREEMENT; (6) gives rise to any joint and several liability by, between or among the PARTICIPANTS in this case or any other action, suit, matter or

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proceeding; (7) gives rise to any partnership, joint venture, or other association by, among and between Participants in this case, or any other action, suit, matter or proceeding; (8) alters PARTICIPANTS' relation as "affiliates" as defined under the various states' Holding Company System Regulatory Acts; (9) subjects PARTICIPANTS to liability for acts or omissions by any other PARTICIPANT.

4. **Final Hearing.** A hearing (the "Final Hearing") will be held on the _____ day of _____, 2005 at _____ m. before the Honorable Judge Douglas Combs of the District Court of Pottawatomie County, located in Shawnee, Oklahoma to decide whether the proposed settlement of the class action should be finally approved as fair, reasonable and adequate, which will include, among other things, a determination of the following:

- A. Whether a final order and judgment should be entered approving the Settlement;
- B. Whether the class action should be dismissed with prejudice pursuant to the terms of the settlement;
- C. Whether SETTLEMENT CLASS MEMBERS should be finally bound by the release set forth in the proposed settlement;
- D. Whether any application of Plaintiffs' Counsel for an award of attorney's fees and expenses should be approved.
- E. Such other matters relating to the approval that may come before the COURT, including without limitation the matters relating to the Participants' special appearances as set forth in the Settlement Agreement.

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5. **Jurisdiction.** This COURT has jurisdiction over the subject matter of this litigation, and over all parties to the litigation, including all members of the proposed Classes as defined in Paragraph 3 above pursuant to 12 O.S. § 2023, for purposes of holding a hearing on whether to approve the settlement reflected in the Settlement Agreement.

6. **Pre-Hearing Notices.**

A. *Notice by Mail.* Within thirty (45) days after the entry of this Order, FARMERS shall send by first-class mail, postage prepaid, individual Notices in the form filed with the COURT as part of the Settlement Agreement or a materially similar Notice to Bodily Injury Claim Class Members at the last known address in the records maintained by FARMERS in the ordinary course of business. The Class Notice shall be marked “Address Correction Requested,” and upon return by the United States Postal Service, shall be re-mailed once. No notice shall be required for the Injunctive Relief Class.

B. *Proof of Mailing.* At or before the Settlement Hearing, FARMERS shall file with the COURT a proof of mailing of the Class Notice.

7. **Findings Concerning Notice.** The COURT expressly finds that notice given in the form and manner provided in Paragraph 7 of this Order and as described in the Settlement Agreement complies with the requirements of 12 O.S. §2023 in that it will provide individual notice to all members who can be identified through reasonable effort and is the best notice practicable under the circumstances. The COURT finds that the Class Notice provided in the Settlement Agreement is readily understandable, reasonable, and it constitutes due, adequate and sufficient

Order of Preliminary Approval,
Notice, and Temporary Injunction (Final)

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notice and that it meets all the requirements of due process and law.

8. Objections And Appearances.

A. *Written Objection.* Class Members, or any other person purporting to have standing to make objections, shall file written notice of objections with the clerk of the court and serve such notice of objections on Class Counsel and counsel for Defendants at the addresses set forth in the Notice no later than 75 days after the date of this order. Such written notice of objection shall include:

- (1) the identity of the objector;
- (2) a statement of each objection being made;
- (3) a detailed description of the facts supporting each objection;
- (4) a detailed description of the legal authorities supporting each objection;
- (5) a statement of whether the objector intends to appear at the Fairness Hearing;
- (6) a list of witnesses whom the objector may call by live testimony, oral deposition testimony, or affidavit during the Fairness Hearing; and
- (7) a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all exhibits.

B. *Failure to Timely Object.* Any Class Member who fails to timely object shall waive and forfeit any and all rights that he or she may have to appear separately and/or object, should not be heard by the COURT at the Final hearing to object, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in this Action.

Order of Preliminary Approval,
Notice, and Temporary Injunction (Final)

EXHIBIT F

C. All members of the Bodily Injury Claim Class who file objections pursuant to this section waive their right to opt out under the AGREEMENT. Members of the BODILY INJURY CLAIM CLASS shall serve any notice of an intent to opt out upon CLASS COUNSEL no later than 65 days after the date of this Order.

9. **Cost of Implementation.** FARMERS shall bear all costs in connection with the notice, including the printing, mailing, and re-mailing of individual notices and the costs of administering the Settlement Agreement.

10. **Access to Discovery Materials.** Class Members, and their own attorneys, may obtain at their own expense access to but not copies of the documents disclosed through discovery to Class Counsel by Defendants in this action, and also to deposition transcripts generated in this Action subject to the Stipulation of Protective Order dated August 30, 2004 and any other applicable protective orders. These documents will be made available at the Office of Class Counsel, at Whitten, Nelson, McGuire, Terry & Roselius, Suite 400, One Leadership Square, 211 North Robinson, Oklahoma City, Oklahoma 73102. Class Counsel will inform FARMERS of any requests by Class Members or their attorneys for access to such documents or depositions and will provide Defendants' counsel with a signed copy of the Protective Order with respect to each such instance

11. **Preliminary Injunction.** In order to protect the COURT'S jurisdiction over the Settlement Class and the SETTLEMENT CLASS MEMBERS pursuant to 12 O.S. § 2023, the following individuals, Peggy S. Domangue, Melissa Fincher, Nancy George, James C. Burchfield, Patricia McMurtry, March Kay, Christina Diegelman, James Sperriko and Michael London, are

Order of Preliminary Approval,
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temporarily enjoined from undertaking any actions in the following cases, including seeking class certification, engaging in class discovery, or prosecuting an appeal in another state's court in Cause No. 02-0082; *Peggy S. Domangue, et al. v. Mid-Century Insurance Company of Texas, et al.*; in the 71st District Court of Harrison County, Texas; and Lead Case No. BC 289 250; *In re Farmers Colossus Litigation*, in the Superior Court of California, County of Los Angeles. Which would interfere with this COURT'S jurisdiction over all of the SETTLEMENT CLASS MEMBERS, or interfere with this COURT'S obligation as guardian of the absent Class Members.

12. Further, all Settlement Class Members, including without limitation the foregoing specifically listed individuals, are temporarily enjoined from filing, commencing, prosecuting, intervening in, or participating as Class Members in, any lawsuit in any other court based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this case and included in the Settlement; and all individual and SETTLEMENT CLASS MEMBERS are hereby enjoined from filing, commencing or prosecuting a lawsuit as a class action purportedly on behalf of Members of the Settlement Class certified by this COURT (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action in any court) based on or relating to the claims or causes of action or the facts or circumstances relating thereto, in this case and included in the Settlement inconsistent with the rights accorded all of the Settlement Class Members certified by this COURT under the terms of the AGREEMENT, and are further enjoined from undertaking any actions other than (1) exercising the right to request exclusion; or (2) making an objection under this Order, which would interfere with, or be

Order of Preliminary Approval,
Notice, and Temporary Injunction (Final)

EXHIBIT F

inconsistent with the COURT'S exercise of jurisdiction over all Settlement Class Members under 12 O.S. §2023 following the entry of the Preliminary Order, but prior to the entry of the Final Order and Judgment.

13. **Service of Papers.** Defendants' counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance at or before the Settlement Hearing, any further documents in support of the proposed settlement, including responses to any papers filed by Class Members. Defendants' counsel and Class Counsel shall promptly furnish each other with any and all objections or written exclusion requests that may come into their possession on or before the Settlement Hearing. Nothing in this order shall limit the obligation of any party to give any notice required under the Settlement Agreement.

14. **Filing of Settlement Agreement.** A signed copy of the Settlement Agreement has been filed with the Court and is attached hereto. An original shall be filed with this Court as soon as practicable, but no later than five (5) days from the date of this Order.

15. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (i) the proposed settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (ii) the proposed settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason, or (iii) any other events set forth in Paragraph 15 of the AGREEMENT take place.

Order of Preliminary Approval,
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EXHIBIT F

In such event, the proposed settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the COURT'S orders, including this Order, shall be used or referred to for any purpose whatsoever.

16. **Effect on Settlement Agreement.** Nothing in this Order shall limit the rights or obligations of any party to the Settlement Agreement under the Settlement Agreement.

17. **Continuance of Hearing.** The Court reserves the right to continue the Settlement Hearing without further notice to the Class.

IT IS SO ORDERED.

SIGNED and ENTERED this _____ day of February, 2005.

HON. DOUGLAS L. COMBS,
Judge of the District Court

Order of Preliminary Approval,
Notice, and Temporary Injunction (Final)

EXHIBIT G

**IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA**

HELEN SIKES, Individually and as
Class Representative on Behalf of all
Others Similarly Situated,

Plaintiff,

v.

FARMERS GROUP INC.; FARMERS
INSURANCE COMPANY, INC.; and
FARMERS INSURANCE EXCHANGE,

Defendants.

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CASE NO. CJ-03-1149

PROOF OF CLAIM FORM

IF YOU ARE A MEMBER OF SUBCLASS 2 AND CHOOSE TO REQUEST A RE-EVALUATION OF THE AMOUNT OF GENERAL DAMAGES PAYMENT, YOU MUST COMPLETE THIS FORM. YOU MUST COMPLETE AND RETURN THIS FORM BY [DATE].

SECTION I. INSTRUCTIONS

1. Complete all items. Type or print all information (except for signature).
2. Retain copies of supporting documentation.
3. Sign this Proof of Claim form, and have your signature notarized.
4. After completing and signing this Proof of Claim Form, please serve it at the following address:

Farmers Claims Administrator
 Rust Consulting, Inc.
 501 Marquette Avenue, Suite 700
 Minneapolis, Minnesota 55402

SECTION II. NECESSARY INFORMATION

1. Name: _____
 (First) (Middle) (Last)

**PROOF OF CLAIM FORM (FINAL)
EXHIBIT G**

EXHIBIT G

2. Current Address: _____
3. City, State and Zip Code: _____
4. Current Home Telephone: _____
5. Current Driver's License Number and State of Issuance: _____
6. Social Security Number: _____
7. Policy Number (if known): _____
8. Date of Loss (if known): _____
9. Check one or more of the boxes set forth below indicating the insurance company under which you were an INSURED under a private passenger motor vehicle insurance policy in your State, for which you request that your BODILY INJURY GENERAL DAMAGES CLAIM be re-evaluated (if known):

<u>STATE</u>		<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Alabama	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Arizona	<input type="checkbox"/>	Farmers Insurance Company of Arizona
	<input type="checkbox"/>	Mid-Century Insurance Company
Arkansas	<input type="checkbox"/>	Farmers Insurance Company, Inc.
	<input type="checkbox"/>	Mid-Century Insurance Company
California	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
	<input type="checkbox"/>	Truck Insurance Exchange
Colorado	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Connecticut	<input type="checkbox"/>	Truck Insurance Exchange
Georgia	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Civic Property and Casualty Company
Idaho	<input type="checkbox"/>	Farmers Insurance Company of Idaho
	<input type="checkbox"/>	Mid-Century Insurance Company
Illinois	<input type="checkbox"/>	Illinois Farmers Insurance Company
	<input type="checkbox"/>	Mid-Century Insurance Company
Indiana	<input type="checkbox"/>	Illinois Farmers Insurance Company
	<input type="checkbox"/>	Mid-Century Insurance Company
Iowa	<input type="checkbox"/>	Farmers Insurance Company, Inc.
	<input type="checkbox"/>	Mid-Century Insurance Company

**PROOF OF CLAIM FORM (FINAL)
EXHIBIT G**

EXHIBIT G

<u>STATE</u>		<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Kansas	<input type="checkbox"/>	Farmers Insurance Company, Inc.
	<input type="checkbox"/>	Mid-Century Insurance Company
Kentucky	<input type="checkbox"/>	Farmers Insurance Exchange
Louisiana	<input type="checkbox"/>	Farmers Insurance Exchange
Maine	<input type="checkbox"/>	Farmers Insurance Exchange
Maryland	<input type="checkbox"/>	Farmers New Century Insurance Company
Michigan	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Minnesota	<input type="checkbox"/>	Illinois Farmers Insurance Company
	<input type="checkbox"/>	Mid-Century Insurance Company
Mississippi	<input type="checkbox"/>	Farmers Insurance Exchange
Missouri	<input type="checkbox"/>	Farmers Insurance Company, Inc.
	<input type="checkbox"/>	Mid-Century Insurance Company
Montana	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Nebraska	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Nevada	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
New Hampshire	<input type="checkbox"/>	Farmers Insurance Exchange
New Mexico	<input type="checkbox"/>	Farmers Insurance Company of Arizona
	<input type="checkbox"/>	Mid-Century Insurance Company
New York	<input type="checkbox"/>	Farmers New Century Insurance Company
	<input type="checkbox"/>	Truck Insurance Exchange
North Carolina	<input type="checkbox"/>	Farmers Insurance Exchange
North Dakota	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Ohio	<input type="checkbox"/>	Mid-Century Insurance Company
	<input type="checkbox"/>	Farmers Insurance of Columbus, Inc.
Oklahoma	<input type="checkbox"/>	Farmers Insurance Company, Inc.
	<input type="checkbox"/>	Mid-Century Insurance Company
Oregon	<input type="checkbox"/>	Farmers Insurance Company of Oregon
	<input type="checkbox"/>	Mid-Century Insurance Company
Pennsylvania	<input type="checkbox"/>	Farmers New Century Insurance Company
	<input type="checkbox"/>	Civic Property and Casualty Company
South Dakota	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company
Tennessee	<input type="checkbox"/>	Farmers Insurance Exchange
	<input type="checkbox"/>	Mid-Century Insurance Company

EXHIBIT G

<u>STATE</u>		<u>NAME OF FARMERS INSURER WRITING PRIVATE PASSENGER AUTOMOBILE INSURANCE</u>
Texas	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Farmers Texas County Mutual Insurance Company Mid-Century Insurance Company of Texas Texas Farmers Insurance Company
Utah	<input type="checkbox"/> <input type="checkbox"/>	Farmers Insurance Exchange Mid-Century Insurance Company
Virginia	<input type="checkbox"/> <input type="checkbox"/>	Farmers Insurance Exchange Mid-Century Insurance Company
Washington	<input type="checkbox"/> <input type="checkbox"/>	Farmers Insurance Company of Washington Mid-Century Insurance Company
Wisconsin	<input type="checkbox"/> <input type="checkbox"/>	Farmers Insurance Exchange Mid-Century Insurance Company
Wyoming	<input type="checkbox"/> <input type="checkbox"/>	Farmers Insurance Exchange Mid-Century Insurance Company
N/A	<input type="checkbox"/>	Maryland Casualty Company, Northern Insurance Company of New York, Assurance Company of America, Valiant Insurance Company, Maryland Insurance Company, National Standard Insurance Company, Maine Bonding and Casualty Company, Maryland Lloyds and Civic Property and Casualty Company

10. Please state in detail the reason(s) why you believe you were not paid the correct amount of GENERAL DAMAGES for your BODILY INJURY CLAIM. Attach any documents you have which you contend support your reasons: _____

EXHIBIT G

SECTION III. ADDITIONAL INFORMATION

11. Please answer the following questions to assist us in processing your claim:
- a. If at the time you make your claim you had a different name or address, please provide such name and address: _____

 - b. If you are making this claim as a personal representative on behalf of a claimant, please provide information identifying yourself as: (1) the personal representative; and (2) the name of the claimant on whose behalf you are submitting this claim: _____

 - c. Please attach all supporting documentation you have.

I certify under penalty of perjury that the information on this claim form is true and correct. Further, this is the only claim being made by me.

Dated: _____

(Signature)

(Print Name)

Subscribed to and sworn before me this ____ day of _____, 2005.

Notary Public