





1           5.     The Court deems the putative class action filed by Genevieve G. Echols, entitled  
2 *Genevieve G. Echols, et al. v. Farmers Insurance Exchange, et al.*, Los Angeles Superior Court  
3 Case No. 22STCV33706, in which Echols asserts, among other things, that she and other  
4 Farmers agents were misclassified as independent contractors rather than employees (“*Echols*  
5 lawsuit”), to be an objection to the Settlement, and overrules the Objection. There were no  
6 other objections to Final Approval of the Settlement from any Settlement Class Member.

7           6.     Individuals who did not request exclusion from the Settlement (i.e., the  
8 “Settlement Class Members”) must adhere to the arbitration provision, as set forth in the  
9 Settlement Agreement and Addenda modifying Settlement Class Members’ Agent Appointment  
10 Agreements. Notwithstanding any language to the contrary in the Settlement Agreement or  
11 Addenda, any claims of the type identified in paragraph 1 of section 1 of the arbitration  
12 provision of the Addenda that are or were filed by Settlement Class Members after the  
13 execution of the Settlement Agreement on February 9, 2022 (including without limitation, the  
14 *Echols* lawsuit) are subject to the arbitration provision and class action waiver.

15           7.     The Court rules by separate Order on the request by the Settlement Class  
16 Representatives and Settlement Class Counsel for service awards to the Settlement Class  
17 Representatives and the request by Settlement Class Counsel for an award of fees and expenses,  
18 including the costs of class administration (collectively, the “Fees, Awards, and Expenses”).

19           8.     For purposes of the Settlement, the Court confirms its certification of the  
20 Settlement Class, confirms Plaintiffs Irene Parry and Jeanette O’Sullivan as representatives (the  
21 “Settlement Class Representatives”) of the Class, and confirms Charles Crueger and Erin  
22 Dickinson of Crueger Dickinson LLC and Edward A. Wallace of Wallace Miller LLC as Lead  
23 Settlement Class Counsel, and Milberg Coleman Bryson Phillips Grossman, PLLC, Wexler Boley  
24 & Elgersma LLP, and Nelson & Fraenkel LLP as additional Settlement Class Counsel (referred to  
25 herein collectively as “Settlement Class Counsel”). The Court concludes that Settlement Class  
26 Counsel and the Settlement Class Representatives have fairly and adequately represented the  
27 Settlement Class with respect to the Settlement. Notwithstanding the certification of the  
28 Settlement Class and appointment of the Settlement Class Representatives for purposes of

1 effecting the Settlement, if this Order is reversed on appeal or the Agreement is terminated in  
2 accordance with the provisions of the Agreement, the foregoing certification of the Settlement  
3 Class and appointment of the Settlement Class Representatives shall be void and of no further  
4 effect and the parties to the Settlement shall be returned to the status each occupied before entry  
5 of the Preliminary Approval Order, without prejudice to any legal argument that any of the parties  
6 to the Settlement might have asserted but for the Settlement.

7 9. The Court's March 8, 2022 Order Granting Preliminary Approval of Class Action  
8 Settlement conducted the required analysis under *Dunk/Kellar* and concluded that the Settlement is  
9 presumptively fair and its terms fall within the range of reasonableness. The Court concludes that  
10 there has been no change in the law or facts since it issued that March 8, 2022, Order to change its  
11 analysis and, therefore, the Court incorporates its prior *Dunk/Kullar* analysis here to conclude that  
12 the Settlement is in all respects fair, reasonable, adequate, and proper and in the best interests of the  
13 Settlement Class. In reaching this conclusion, the Court has considered a number of factors,  
14 including: (1) the strength of Plaintiffs' case and Defendants' defenses; (2) the risk, expense,  
15 complexity, and likely duration of the litigation; (2) the reaction of the Settlement Class to the  
16 settlement; (3) the extent of discovery and stage of the proceedings; (4) the experience and views of  
17 counsel; (5) the valuable systemic and contractual changes agreed to by the parties under the terms  
18 of the Settlement; and (6) the range of reasonableness of the Settlement fund to a possible recovery  
19 in light of all the attendant risks of litigation.

20 10. The Court finds that the Settlement has been reached as a result of informed and  
21 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
22 sufficient investigation, discovery and research, and their attorneys were able to reasonably  
23 evaluate their respective positions.

24 11. The Settlement Agreement is not an admission by Defendants, nor is this Order a  
25 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this  
26 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to  
27 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of  
28 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

1           12. The Court finds that the Settlement, including the plan for allocation of a portion of  
2 the Settlement funds to each participating member of the Settlement Class on a pro rata basis and a  
3 portion of the Settlement funds to members of the Settlement Class that make timely and valid  
4 claims, is fair, adequate, and reasonable. The Court determines that the Settlement amounts to be  
5 paid to the participating members of the Settlement Class, as provided for by the Settlement  
6 Agreement, are fair and reasonable. The Court hereby gives final approval to the Settlement and  
7 orders the payment of those amounts to be made by the Settlement Administrator to the  
8 participating Settlement Class Members pursuant to the terms of the Settlement Agreement and  
9 further orders the Addenda attached as Exhibits A and B to the Settlement Agreement be deemed  
10 mutually executed, binding and enforceable on the date of final approval in this Order.

11           13. The Parties are hereby ordered to comply with the terms of the Settlement.

12           14. Nothing in this Order will preclude any action to enforce the Parties' obligations  
13 under the Settlement or under this Order.

14           15. Nothing in the Settlement Agreement shall change or alter the classification of  
15 Settlement Class Members as independent contractors during the Settlement Class Period, which  
16 Settlement Class Members who do not timely submit a Request for Exclusion reaffirm.

17           16. Pursuant to the Settlement, Settlement Class members who have not excluded  
18 themselves from the Settlement are permanently barred from prosecuting the Released Claims  
19 against the Released Parties under the Settlement.

20           17. Without affecting the finality of this Order in any way, the Court retains  
21 jurisdiction of all matters relating to the interpretation, administration, implementation,  
22 effectuation and enforcement of this Order and the Settlement.

23           18. The Parties will bear their own costs and attorneys' fees except as otherwise  
24 provided by the Court's Order on the Fees, Awards, and Expenses.

25           **IT IS SO ORDERED.**

26 Date: 11/17/2022



Lawrence P. Riff / Judge  
Honorable Lawrence P. Riff  
Judge of the Superior Court

1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) ss.

**PROOF OF SERVICE**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not  
4 a party to the within action. My business address is: 300 South Grand Avenue, Suite 2600, Los Angeles,  
5 CA 90071.

6 On November 15, 2022, pursuant to the Court's Order Authorizing Electronic Service, I  
7 electronically served the foregoing document(S) described as:

8  
9 **DEFENDANTS' [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

10 on the parties or attorneys for parties in this action who are identified on the attached service list, using  
11 the following means of service. (If more than one means of service is checked, the means of service used  
12 for each party is indicated on the attached service list).

13 **ELECTRONIC TRANSMISSION** or federal express (where indicated).

14  **VIA CASEANYWHERE.** Transmitting a true and correct electronic copy of the documents(s)  
15 to Case Anywhere through Document Service feature at [www.caseanywhere.com](http://www.caseanywhere.com)

16 Service will be deemed effective as provided for in the Order Authorizing Electronic Service.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
18 true and correct.

19 Executed on November 15, 2022, at Los Angeles, California.

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Kristina M. Koch

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**SERVICE LIST**  
*Irene Parry v. Farmers Insurance Exchange, et al.*  
Los Angeles Superior Court Case No. BC683856  
Honorable Lawrence P. Riff – Dept. SS-7

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