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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

In Re: Farmers Insurance Exchange Claims  
Representatives' Overtime Pay Litigation

MDL Docket No. 1439 (A) & (B)

This Document Relates to: *All Actions*

**ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
DISMISSING CLAIMS WITH  
PREJUDICE, AND RESERVING  
JURISDICTION**

WHEREAS, the Court having considered the Joint Stipulation of Settlement ("Settlement Agreement"), a full copy of which is attached hereto as Exhibit A, and having preliminarily approved the same on May 20, 2010; and

WHEREAS, the Court, having entered an Order directing that notice be given to the Class Members, and notice having been individually mailed to the Class Members, and the Court having conducted a Fairness Hearing concerning the proposed settlement; and

WHEREAS, the Court having reviewed the entire record of this action, and good cause appearing,

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**PAGE 1 - [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT, DISMISSING CLAIMS WITH  
PREJUDICE, AND RESERVING JURISDICTION**

**IT IS HEREBY ORDERED:**

1. The Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference. To the extent defined in the Settlement Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court has jurisdiction over the subject matter of this action, the Defendant, and the Class Members.

3. Pursuant to the Settlement Agreement and Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby confirms its Order of May 20, 2010 granting certification of the MDL-B Settlement Class as a class action for purposes of settlement only. For purposes of Settlement, the MDL-B Settlement Class shall be defined as set forth in the May 20, 2010 Order and at Article 1.3 of the Settlement Agreement.

4. The Court confirms that the Court has previously certified the classes in the MDL-A action in its May 19, 2003, Order and Findings Certifying State Law Classes. For purposes of this Settlement, the MDL-A classes shall be defined as set forth in the May 19, 2003, Order and at paragraphs A-H of Article 1.2 of the Settlement Agreement.

5. The Court confirms that Rust Consulting, Inc. will serve as Settlement Administrator for purposes of mailing the settlement checks and overseeing the administration of the implementation of the settlement agreement and Farmers Insurance Exchange will bear the costs of administering the settlement, as set forth in Paragraph G of Article 3.3 of the Settlement Agreement.

6. The Court has determined that the notice given to the Class Members fully and accurately informed all persons in the classes of all material elements of the proposed settlement, constituted the best notice practicable under the circumstances, constituted valid, due and sufficient notice to all Class Members, and complied fully with Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable laws.

7. The Court finally approves the Settlement Agreement as fair, reasonable and adequate in all respects to the Class Members pursuant to Rule 23 of the Federal Rules of Civil Procedure, and orders the parties to consummate the settlement in accordance with the terms of the Settlement Agreement.

8. The plan of allocation as set forth in the Settlement Agreement providing for the distribution of the Net Settlement Fund to Class Members is approved as being fair, reasonable, and adequate to the Settlement Class Members pursuant to Rule 23 of the Federal Rules of Civil Procedure. The sole class member of the approximately 2491 class members to object was John Nelson and he has withdrawn his objection so there are no objections. Even if he had not withdrawn it, his objection would have been over-ruled as the settlement agreement is fair, just and reasonable for all settlement class members including the Oregon Auto Property Damage subclass of which Mr. Nelson is a part.

9. The Court certifies that the following Class Member timely opted-out of the Settlement: Walter W. Barron, Jr.

10. The Court finds that the Settlement is final, fair, reasonable, adequate and binding on all Class Members who have not timely opted out pursuant to Article 2.3 of the Settlement Agreement. All Class Members who have not timely opted out pursuant to the Settlement Agreement are permanently enjoined from pursuing and/or seeking to reopen the claims that have been released pursuant to Article 4 of the Settlement Agreement. Defendant shall be responsible for mailing out the claim share checks within 35 days of the Effective Date of the Settlement as that term is defined by Section 3.3(D) of the Stipulation of Settlement and the settlement shares shall be determined in a manner consistent with the agreement.

11. The Court hereby awards costs and attorneys' fees in the amount of \$2,400,000 plus costs payable to Class Counsel as follows:

Expenses:

MDL-A expenses as listed in 2009 fee application (as itemized in the actual costs column in paragraph 27 of the Declaration of Michael Rubin in Support of Plaintiffs' Counsel's Application for Fees and Costs, filed on March 15, 2009)	\$ 2,008,837.64
MDL-A expenses since May 2009 as listed in the Zieff declaration in support of the motion for fees and costs	\$ 38,523.25
MDL-B expenses as listed in the Zieff declaration in support of the motion for fees and costs	\$ 66,438.57
<b>TOTAL:</b>	<b>\$ 2,113,799.46</b>

Fees:

<b>Firm</b>	<b>Fee Award</b>
Rudy, Exelrod, Zieff & Lowe LLP	\$ 79,609.50
Altshuler Berzon LLP	\$ 23,947.14
Lewis, Feinberg, Lee, Renaker & Jackson, PC	\$ 14,395.88
Lieff, Cabraser Herman & Bernstein, LLP	\$ 84,744.19
Stoll Stoll Berne Lokting & Shlachter P.C.	\$ 49,844.86
Law Offices of Thomas A. Warren	\$ 13,208.36
Griffin & McCandlish	\$ 6,194.58
Miller, Faucher, and Cafferty, LLP	\$ 4,291.39
Shapiro, Haber, Urmy L.L.P	\$ 90.36
Gibbs Houston Pauw	\$ 1,781.22
Dale & Klein, L.L.P.	\$ 2,414.24
Provost*Umphrey Law Firm, LLP	\$ 5,132.71
Hedin-Goldberg & Glidden- PA	\$ 213.30
Nichols Kastor	\$ 332.81

These amounts are approved by the Court as fair and reasonable and shall be the amounts that the firms listed below are entitled to for their work and role in this case. No other amounts shall be due or payable to plaintiffs firms in connection with the claims settled here.

12. The 2009 Judgments of this Court which were appealed to the Ninth Circuit Court of Appeals and remanded to this Court on April 13, 2010, are hereby vacated and superseded by this Order. As set forth in Section 3.3.C.1 of the Stipulation of Settlement, the Oregon Judgment of 2009 will be the reference point for distributing claim shares to Oregon APD except as clarified in the Motion for Final Approval.


13. The Litigation, as that term is defined in the Settlement Agreement, is hereby dismissed with prejudice and without further fees or costs to any party.

14. This Order does not apply to *Mackall et al. v. Farmers Insurance Exchange*, filed in the Central District of California on August 18, 2005, which was transferred by the Judicial Panel on Multidistrict Litigation and made a part of the MDL-B proceedings pursuant to the Transfer Order dated February 13, 2006. The *Mackall* case is not a part of this Settlement, and Class Counsel are not representing the *Mackall* plaintiffs.

15. The Court reserves exclusive and continuing jurisdiction over the class action, the Plaintiffs, Class, Class Members and the Defendants for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the distribution of settlement payments, and this Order.

**IT IS SO ORDERED.**

Dated: August 23, 2010

  
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Judge Robert E. Jones  
United States District Judge

SUBMITTED BY:

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& SHLACHTER P.C.

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