

EXHIBIT A

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NOTICE OF SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

Alvarez, et al, v. Farmers Insurance Exchange
United States District Court, Northern District of California
Case No. 14-CV-0574 WHO

If you are or were employed by Farmers Insurance Exchange as a claims representative, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The United States District Court for the Northern District of California has authorized this Notice. This is not a solicitation from a lawyer.

To: 1) All current and former Liability Claims Representatives, Auto Physical Damage Claims Representatives, and Residential Property Claims Representatives who performed work for Defendant in California at any time from September 19, 2011 through August 30, 2016 who timely consented to join the conditionally certified collective action, and who have not withdrawn their consent to join the conditionally certified collective action or had their consent struck by the Court.

(2) All current and former Liability Claims Representatives who performed work for Defendant in California at any time from February 6, 2010 through August 30, 2016.

(3) All current and former Auto Physical Damage Claims Representatives who were hired on or before October 15, 2014, and who performed work for Defendant in California at any time from February 6, 2010 through August 30, 2016.

(4) All current and former Auto Physical Damage Claims Representatives who were hired after October 15, 2014, and who performed work for Defendant in California at any time from October 16, 2014 through August 30, 2016.

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on **INSERT DATE to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.**

[IDENTIFYING INFORMATION]

Plaintiffs, who were claims representatives for Farmers Insurance Exchange, filed suit alleging Farmers failed to: provide off-duty meal periods, authorize and permit rest periods, pay overtime wages, furnish accurate wage statements, and timely pay compensation at the end of employment. The Court has conditionally certified the suit to be a class action for settlement purposes only, and you have been identified as a Class Member. Under the terms of the proposed settlement, you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount prior to the deduction of employer and employee payroll taxes should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on FIE's records that were employed by FIE in the State of California as a [**Job Title(s)**] for [**number of Work Weeks**] work weeks between February 6, 2010 and August 30, 2016. If you dispute the total number of work weeks set forth above, you must set forth the information that you believe is correct, and submit written documentation to [**Settlement Administrator**] not later than **INSERT DEADLINE**. Your legal rights may be affected whether you act or do not act. Your options are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive part of the Settlement. If you do nothing, you will receive a sum of money based on your dates of employment and position with Farmers, and you will give up your right to sue on the Released Claims described in Section IV. <u>You do not need to submit any form to receive a payment.</u>
EXCLUDE YOURSELF	Exclude yourself from the Settlement. Receive no benefits from it. If you make a valid

	and timely request to be excluded from the Settlement by sending a written, signed Request for Exclusion to the Settlement Administrator by INSERT DEADLINE , you will not receive any settlement payment. You will preserve all Released Claims described in Section IV, subject to applicable statute of limitations.
OBJECT	Stay in the Settlement but Object. Write to the Court and Settlement Administrator about why you do not like the Settlement by sending a written and signed Objection to the Settlement Administrator by INSERT DEADLINE . You will remain a Settlement Class Member.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. WHY SHOULD I READ THIS NOTICE?

The parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Settlement Agreement contains the complete terms of the Settlement, and is on file with the Court, where it is available for your review. See Section X for further information.

II. BACKGROUND OF THE CASE

A lawsuit entitled *Alvarez, et al. v. Farmers Insurance Exchange* is now pending in the United States District Court for the Northern District of California, Case No. 14-CV-0574 WHO. Plaintiffs Mercedes Alvarez, Matt Ohlson, Cedric Martin, Alfonso Edwards, Brandi Lopez, Brian Leigh, Jeffrey Holloway, Krysta Ramos, and Todd Gonsalves ("Plaintiffs" or "Class Representatives") have alleged claims against FIE primarily under the California Labor Code and the Fair Labor Standards Act asserting the following causes of action: (1) failure to pay overtime wages, (2) failure to provide off-duty meal periods, (3) failure to authorize and permit rest periods, (4) failure to furnish accurate wage statements, (5) waiting time penalties, and (6) unlawful business practices, as well as claims pursuant to California's Private Attorneys General Act (PAGA).

The Parties conducted a thorough investigation into the facts and law during the prosecution of the Action. After engaging in good faith, arm's-length settlement negotiations, the Parties reached this Settlement. Plaintiffs' attorneys ("Class Counsel") believe the Settlement is fair, reasonable, and in the best interest of Plaintiffs and the Class.

FIE contends that it has complied with all laws and denies the allegations Plaintiffs are asserting in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiffs as to the merits of any of their individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final fairness hearing. You will not be retaliated against by FIE for electing to participate or not participate in the settlement.

III. WHO IS INCLUDED IN THE SETTLEMENT? WHAT DOES THAT MEAN?

A. The Class. On **INSERT DATE**, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined four settlement subclasses as follows:

(1) All current and former Liability Claims Representatives, Auto Physical Damage Claims Representatives, and Residential Property Claims Representatives who performed work for Defendant in California at any time from September 19, 2011 through August 30, 2016 who timely consented to join the conditionally certified collective action, and who have not withdrawn their consent to join the conditionally certified collective action or had their consent struck by the Court.

(2) All current and former Liability Claims Representatives who performed work for Defendant in California at any time from February 6, 2010 through August 30, 2016.

(3) All current and former Auto Physical Damage Claims Representatives who were hired on or before October 15, 2014, and who performed work for Defendant in California at any time from February 6, 2010 through August 30, 2016.

(4) All current and former Auto Physical Damage Claims Representatives who were hired after October 15, 2014, and who performed work for Defendant in California at any time from October 16, 2014 through August 30, 2016.

B. The Effect of Membership in the Class. If you are in one of the Settlement Subclasses above, you are a Settlement Class Member unless you exclude yourself from (“opt out of”) the Class by following the procedures for exclusion that are set forth in this Notice.

Settlement Class Members are eligible to receive a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement—meaning, you will release the claims set forth in this Agreement—if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against FIE subject to applicable statute of limitations.

IV. SUMMARY OF THE SETTLEMENT

A. How Much is the Settlement?

- Farmers agreed to pay \$4,900,000 to settle this lawsuit (“Gross Settlement Amount”). The Gross Settlement Amount is the total amount Farmers will pay and includes individual settlement payments, attorneys’ fees and costs, the costs of settlement administration, all employer’s side payroll taxes, the Class Service Awards, and a payment to the California Labor Workforce and Development Agency (LWDA) in settlement of Plaintiffs’ PAGA claims.
- The “Net Settlement Amount” is the remainder of the Gross Settlement Amount after deductions for: (1) up to \$1,225,000 for Class Counsel’s attorneys’ fees; (2) reasonable litigation costs in an amount up to \$150,000; (3) up to \$25,000 for the costs of settlement administration; (4) up to \$10,000 for each Named Plaintiff; and (5) \$30,000 to the LWDA in settlement of the alleged PAGA claims.

B. How are Settlement Payments Calculated?

The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment and applicable employer payroll tax payments. Each Class Member’s proportional share will be determined by using the following formula:

- First, all members of the Liability Claims Representative Settlement Subclass shall be deemed to work a number of workweeks equal to the total number of weeks they worked in the Settlement Subclass (“Liability Claims Representative Settlement Subclass Workweeks”).
 - All members of the Auto Physical Damage Claims Representative Hired After October 15, 2014 Settlement Subclass shall be deemed to work a number of workweeks equal to the total number of weeks they worked in the Settlement Subclass (“Auto Physical Damage Claims Representative Hired After October 15, 2014 Settlement Subclass Workweeks”).
 - All members of the Auto Physical Damage Claims Representative Hired On or Before October 15, 2014 Settlement Subclass shall be deemed to work a number of workweeks equal to .5 multiplied by the total number of weeks they worked in the Settlement Subclass (“Auto Physical Damage Auto Physical Damage Claims Representative Hired On or Before October 15, 2014 Settlement Subclass Workweeks”).
 - All members of the FLSA Settlement Subclass shall be deemed to work a number of workweeks equal to .35 multiplied by the total number of weeks they worked in the Settlement Subclass (“FLSA Settlement Subclass Workweeks”).
- Second, the Settlement Amount for each member of the Settlement Class shall be determined by dividing the total of adjusted workweeks for that individual by the total number of adjusted workweeks for the entire Class, multiplied by the Net Settlement Amount.
- Your estimated number of work weeks and estimated settlement share are listed on the first page of this Notice. It is estimated that individual Class Member payments will range from \$INSERT AMOUNT to \$INSERT AMOUNT, with the average being approximately \$INSERT AMOUNT prior to the deduction of employer and employee payroll taxes.

C. What Claims Are Being Released?

- Upon the Court’s final approval of the Settlement, a judgment will be entered fully and finally settling the action as to Plaintiffs and all Settlement Class Members. All Class Members who did not opt out of this Action by filing a timely, valid Request for Exclusion (i.e. Settlement Class Members) shall release their claims as follows:

- (1) Upon final approval of this Settlement Agreement, all members of the FLSA Settlement Subclass who do not file a timely and valid request to withdraw their consent to join form shall release and discharge the Released Parties from any and all claims arising under the FLSA during the period from September 19, 2011, through August 30, 2016. This release shall also include a waiver of unknown claims in accordance with the provisions of California Civil Code § 1542, which provides:
 - “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

- (2) Upon final approval of this Settlement Agreement, all members of the Liability Claims Representative Settlement Subclass who do not opt out of the Settlement by filing a timely, valid Request for Exclusion shall release and discharge the Released Parties from any and claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in this matter arising during the period from February 6, 2010 through August 30, 2016, with the exception of alleged violations of the Fair Labor Standards Act, unless the Settlement Class Member also is a member of the FLSA Settlement Subclass. The claims released by the Liability Claims Representative Settlement Subclass include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage based on the facts or claims alleged in the complaint(s) in the action; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including all payments for missed meal and/or rest periods and alleged non-payment of wages for meal or rest periods worked and not taken based on the facts or claims alleged in the complaint(s) in the action; and (c) any and all claims for recordkeeping or pay stub violations, failure to timely pay wages upon separation and all waiting time penalties, and all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, Labor Code § 2698 et seq. based on the facts or claims alleged in the complaint(s) in the action. The released claims include, without limitation, claims meeting the above definition(s) under any and all applicable statutes, including without limitation, any provision of the California Labor Code; California Bus. & Prof. Code §§ 17200 et seq. based on the facts or claims alleged in the Complaint(s) in the action; and any provision of the applicable California Industrial Welfare Commission Wage Orders based on the facts or claims alleged in the complaint(s) in the action. This release shall also include a waiver of unknown claims in accordance with the provisions of California Civil Code § 1542, which provides:
 - “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

- (3) Upon final approval of this Settlement Agreement, all members of the Auto Physical Damage Claims Representative Settlement Subclass Hired On or Before October 15, 2014 who do not opt out of the Settlement by filing a timely, valid Request for Exclusion shall release and discharge the Released Parties from any and claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in this matter arising during the period from February 6, 2010 through August 30, 2016, with the exception of alleged violations of the Fair Labor Standards Act, unless the Settlement Class Member also is a member of the FLSA Settlement Subclass, and claims for overtime pay or minimum wage under California state law. The claims released by the Auto Physical Damage Claims Representative Hired On or Before October 15, 2014 Settlement Subclass include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (a) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including all payments for missed meal and/or rest periods and alleged non-payment of wages for meal or rest periods worked and not taken based on the facts or claims alleged in the complaint(s) in the action; and (c) any and all claims for recordkeeping or pay stub violations, failure to timely pay wages upon separation and all waiting time penalties, and all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, Labor Code § 2698 et seq. based on the facts or claims alleged in the complaint(s) in the action. The released claims include, without limitation, claims meeting the above definition(s) under any and all applicable statutes, including without limitation, any provision of the California Labor Code;

California Bus. & Prof. Code §§ 17200 et seq. based on the facts or claims alleged in the complaint(s) in the action; and any provision of the applicable California Industrial Welfare Commission Wage Orders based on the facts or claims alleged in the complaint(s) in the action. This release shall also include a waiver of unknown claims in accordance with the provisions of California Civil Code § 1542, which provides:

- “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”
- (4) Upon final approval of this Settlement Agreement, all members of the Auto Physical Damage Claims Representative Settlement Subclass Hired After October 15, 2014, who do not opt out of the Settlement by filing a timely, valid Request for Exclusion shall release and discharge the Released Parties from any and claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in this matter arising during the period from February 6, 2010 through August 30, 2016, with the exception of alleged violations of the Fair Labor Standards Act, unless the Settlement Class Member also is a member of the FLSA Settlement Subclass. The claims released by the Auto Physical Damage Claims Representative Hired After October 15, 2014 Settlement Subclass include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage based on the facts or claims alleged in the complaint(s) in the action; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including all payments for missed meal and/or rest periods and alleged non-payment of wages for meal or rest periods worked and not taken based on the facts or claims alleged in the complaint(s) in the action; and (c) any and all claims for recordkeeping or pay stub violations, failure to timely pay wages upon separation and all waiting time penalties, and all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, Labor Code § 2698 et seq. based on the facts or claims alleged in the complaint(s) in the action. The released claims include, without limitation, claims meeting the above definition(s) under any and all applicable statutes, including without limitation, any provision of the California Labor Code; California Bus. & Prof. Code §§ 17200 et seq. based on the facts or claims alleged in the Complaint(s) in the action; and any provision of the applicable California Industrial Welfare Commission Wage Orders based on the facts or claims alleged in the complaint(s) in the action. This release shall also include a waiver of unknown claims in accordance with the provisions of California Civil Code § 1542 which provides:
- “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”
- Additionally, the Parties agree that they do not intend payments under this Settlement Agreement to be compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, and thus the release of those plans under this Settlement Agreement is appropriate.
 - **If you do NOT exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement.**
 - There are other pending class action lawsuits that allege claims which may overlap with Released Claims in this Settlement Agreement. The release of claims in this Settlement may prevent you from pursuing one or more claims alleged in those other lawsuits.
 - *Kwesi Jones v. Farmers Insurance Exchange*, Los Angeles Superior Court case no. BC412413, on behalf of California Auto Physical Damage Claims Representatives employed in California from May 5, 2008 through October 15, 2014 for unpaid minimum wage and overtime, improper pay stubs, waiting time penalties, and Private Attorney General Act penalties. For further information about that lawsuit, you may contact Mr. Jones's attorney, Eric Epstein at 310-552-5366, EMEpstein@aol.com.

- *Jennifer Araiza v. Farmers Insurance Exchange*, Riverside Superior Court case no. RIC 1305688, on behalf of Liability, and Auto Physical Damage Claims Representatives employed in California from May 10, 2009 through March 1, 2016, who were assigned a company vehicle, for unpaid business expense reimbursement, unpaid wages, improper pay stubs, waiting time penalties and Private Attorney General Act penalties. For further information about that lawsuit, you may contact Ms. Araiza's attorney, David Spivak of The Spivak Law Firm at 310-499-4730, david@spivaklaw.com.
- *Kevin Presser v. Farmers Insurance Exchange*, Los Angeles Superior Court case no. BC592799, on behalf of Liability, Property, and Auto Physical Damage Claims Representatives employed in California from September 1, 2014 for unpaid minimum wages and overtime, meal and rest periods, unpaid business expense reimbursement, improper pay stubs, waiting time penalties and Private Attorney General Act penalties.. For further information about that lawsuit, you may contact Mr. Presser's attorney, Alexander R. Wheeler of R. Rex Parris Law Firm at 661-949-2595, awheeler@rrexparris.com.

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V. HOW DO I RECEIVE A PAYMENT?

Any Class Member who is entitled to a payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to **INSERT SETTLEMENT ADMINISTRATOR INFORMATION** or contact the Settlement Administrator by phone at **_____**.

VI. WHO REPRESENTS THE CLASS?

The Court has designated Plaintiffs Mercedes Alvarez, Matt Ohlson, Cedric Martin, Alfonzo Edwards, Brandi Lopez, Brian Leigh, Jeffrey Holloway, Krysta Ramos, and Todd Gonsalves to serve as Class Representative in this lawsuit. The attorneys and law firms that serve as Class Counsel are Peter Rukin, Jessica Riggan, and Rebecca Stephens of Rukin Hyland Doria & Tindall LLP and David R. Markham and Peggy Reali, of the Markham Law Firm. Class Counsel can be reached as follows:

Peter Rukin, Rukin Hyland Doria & Tindall LLP
100 Pine Street, Suite 2150,
San Francisco, CA 94111
(415) 421-1800

David R. Markham, The Markham Law Firm,
750 B Street, Suite 1920
San Diego, CA 92101
(619) 399-3995

VII. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included: the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow it to focus on continuing to provide quality service to its customers.

VIII. WHAT ARE MY RIGHTS AND OPTIONS?

A. Receive a Settlement Payment by Remaining a Member of the Class

You do not need to do anything upon receipt of this notice in order to receive a Settlement Payment if you are entitled to one. If you do not submit a timely and signed request for exclusion, you will automatically be included in the Settlement and receive a Settlement Payment.

As set forth above, your Settlement Payment will be based upon the amount of days you worked during the Class Period and the position you held. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Claims.

If you take no further action, you will be represented by Class Counsel and you will not be charged for the services of Class Counsel. If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed in Section V, so that it is postmarked on or before **INSERT DATE**. Even though your own attorney represents you, you will continue to be a Class Member. You will be responsible for any attorneys' fees and costs charged by your attorney.

B. Exclude Yourself from the Settlement

If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment. You will also lose the right to have objections you might have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendant on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement must mail a request for exclusion, postmarked no later than **[45 days after notice date]**, to:

Settlement Administrator

[ADDRESS]

This signed and dated statement must contain the following information: your full name; your current address; the last four digits of your social security number; and a statement that you do not wish to participate in the settlement in Mercedes Alvarez, et al. v. Farmers Insurance Exchange, (United States District Court, Northern District of California, Case No. 14-CV-0574 WHO). **If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Claims.**

C. Object to the Settlement

You may object to the terms of the Settlement before Final Approval. Objections may only be submitted by persons who have not excluded themselves from the Settlement. However, the only way to avoid being bound by the terms of the Settlement is to timely submit a signed request for exclusion as described above. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your attorney. All written objections and supporting papers must (a) clearly identify the case name and number (Mercedes Alvarez, et al. v. Farmers Insurance Exchange, Case No. 14-CV-0575 WHO), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court, Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before **INSERT DATE**. **If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.**

D. Options for FLSA Subclass

If you have previously filed a Consent to Join Form in this case and are a member of the FLSA Settlement Subclass, you have the right to ask the Court to withdraw your Consent to Join Form. If you do withdraw your Consent to Join Form, your claims arising under the Fair Labor Standards Act will be dismissed without prejudice, and you will not be a part of the FLSA Settlement Subclass and will not receive a share of the Settlement as a FLSA Settlement Subclass Member. If you do not ask the Court to withdraw your Consent to Join Form, you will remain part of the FLSA Settlement Subclass, you will be bound by the terms of the FLSA Settlement Subclass release, and you will receive a share of the Settlement as a FLSA Settlement Subclass Member. If you wish to withdraw your Consent to Join Form, you must file a request to do so with the Court no later than **[INSERT DEADLINE]**. You should contact Class Counsel for more information as to how to file such as request.

IX. When is the court hearing and what is it for?

On **INSERT FINAL APPROVAL HEARING DATE**, the Court will hold a public hearing in Courtroom 2 of the United States District Court, Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for service awards. This hearing may be continued or rescheduled by the Court without further notice. Class Members who wish to attend the hearing should check the settlement website (www.xxx.com) or the Court's Public Access to Court Electronic Records (PACER) system at <http://ecf.cand.uscourts.gov> to confirm that the date of the Final Approval Hearing has not changed. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. If you want to be heard orally in support of or in opposition to the Settlement, either personally or through counsel, you must indicate your intention to appear at the Final Approval Hearing in writing as detailed above.

X. Where can I get more information?

If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. You may also view the Notice on the settlement website www.xxx.com. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may visit the settlement website www.xxx.com, contact Class Counsel, or review the Settlement Agreement (attached to the Declaration of **NAME** in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on **INSERT DATE**), containing the complete terms of the proposed Settlement, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <http://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court, Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102 between 9:00 a.m. and 4:00 pm, Monday through Friday, excluding Court holidays. You may also review the pleadings, records and other papers on file in this lawsuit at the Clerk's Office or on the PACER system.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.