

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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**Taqueria El Primo LLC; Victor Manuel  
Delgado Jimenez; Michelle Chavez Solis,  
El Chinelo Produce, Inc.; Virginia  
Sanchez-Gomez; and Benjamin Tarnowski,  
on behalf of themselves and others  
similarly situated,**

**Case No. 19-cv-3071 (JRT/ECW)**

**Plaintiffs,**

**v.**

**Illinois Farmers Insurance Company;  
Farmers Group, Inc.; Truck Insurance  
Exchange; Farmers Insurance Exchange;  
and Mid-Century Insurance Company,**

**Defendants.**

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**CLASS SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement” or “Agreement”), dated March 6, 2025 (“Execution Date”), is made and entered into by and among Defendants Farmers Group, Inc. (“FGI”); Truck Insurance Exchange (“TIE”); Farmers Insurance Company, Inc. (“FICI”); Farmers Insurance Exchange (“FIE”); Illinois Farmers Insurance Company (“Illinois Farmers”); and Mid-Century Insurance Company (“Mid-Century”) (TIE, FICI, FIE, Illinois Farmers and Mid-Century, hereafter, collectively “Insurer Defendants” and with FGI “Defendants”) and Class Representative El Chinelo Market, LLC and Plaintiffs Taqueria El Primo LLC, Victor Manuel Delgado Jimenez, Michelle Chavez Solis, El Chinelo Produce, Inc., Virginia Sanchez-Gomez, and Benjamin Tarnowski (collectively, the “Plaintiffs”), both individually and as representatives of the Settlement Class defined herein.

WHEREAS, in the instant class action, *Taqueria El Primo, LLC, et al. v. Illinois Farmers*

*Insurance Co.*, 19-cv-3071, currently pending before the Honorable John R. Tunheim in the United States District Court for the District of Minnesota (the “Litigation”), Plaintiffs have alleged that certain Defendants violated the Minnesota No-Fault Act and breached insurance policies, and that Defendants violated the Minnesota Consumer Fraud Act (“MCFA”) and the Minnesota Deceptive Trade Practices Act (“MDTPA”) by entering into confidential settlement agreements (the “Claims”), in which the healthcare providers entered into No-Bill Agreements (as defined below).

WHEREAS, Defendants deny each and all of the Claims and allegations of wrongdoing in the Litigation and all charges of wrongdoing or liability against them arising out of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation and have asserted a number of defenses to the Claims;

WHEREAS, the Court granted the Plaintiffs’ Motion for Class Certification, in part, and certified a Damages Class and an Injunctive Class;

WHEREAS, the Court granted summary judgment to Defendants on Plaintiffs’ breach of contract claims and granted summary judgment to Defendant FICI, dismissing FICI from the Litigation, which judgment and dismissal are subject to Plaintiffs’ appeal rights;

WHEREAS, the Court denied the parties’ motions for summary judgment related to the Damages Class’s claim under the MCFA, setting that claim for trial;

WHEREAS, the Court further granted summary judgment to the Injunctive Class on its MDTPA claim and enjoined Defendants from enforcing or entering into No-Bill Agreements;

WHEREAS the Eighth Circuit Court of Appeals vacated the Court’s injunction and remanded the Litigation to the Court;

WHEREAS, Class Counsel who represent the Damages Class and Injunctive Class have concluded, after an investigation into the facts and the law and after carefully considering the

circumstances of the Claims made by each class and the possible legal and factual defenses thereto, that it is in the best interests of the Damages Class and Injunctive Class to enter into this Settlement Agreement with Defendants to avoid the uncertainties and risks of further litigation, and that the settlement set forth herein is fair, reasonable, adequate, and in the best interests of each Class;

WHEREAS, Defendants, while denying that they have any liability for the Claims and believing that they have strong defenses to the Claims alleged, recognize that continued litigation of the Claims is likely to be expensive, time consuming, and distracting, have agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and thereby put to rest with finality this controversy by obtaining complete dismissal of the Litigation and a release by the Settlement Class Members of all Released Claims as defined below; and

WHEREAS, Class Counsel and Defendants have engaged in arm's-length settlement negotiations, assisted by an experienced attorney and neutral mediator (Clifford M. Greene, Esq.), and have reached this Settlement Agreement which, subject to the approval of the Court, embodies all of the terms and conditions of the settlement between Plaintiffs, both for themselves individually and on behalf of the Settlement Class and each member thereof, and Defendants.

NOW, THEREFORE, in consideration of the promises, covenants, agreements, and releases set forth herein and for other good and valuable consideration, and incorporating the above recitals as if fully set forth herein, subject to the approval of the Court, it is agreed by the undersigned, on behalf of the Defendants and the Plaintiffs, on behalf of themselves and the Settlement Class Members, that all existing and potential Claims that were raised or could have been raised in this Litigation arising from the conduct alleged in the Complaint as defined herein be settled, compromised, and dismissed with prejudice as to the Defendants, and, except as

hereinafter provided, without costs as to Plaintiffs, the Settlement Class Members, or Defendants, on the following terms and conditions.

1. General Definitions. The terms below and elsewhere in this Settlement Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement.
  - a. “Affiliates” with respect to a company, means all other entities which, whether directly or indirectly, (1) are controlled by that company, (2) are under common control with that company, or (3) control that company. The term “control” as used in this definition means the power to individually or jointly with another entity direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or otherwise. With respect to an individual, “Affiliates” shall refer to a corporation’s owner or manager responsible for business operations of the corporation.
  - b. “Claims” shall mean any and all actions, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, debts, liabilities, judgments, or remedies, whether equitable or legal.
  - c. “Class Counsel” means Lockridge Grindal Nauen P.L.L.P., Helmuth & Johnson P.L.L.C., and Sawicki & Phelps, P.A.
  - d. “Complaint” means the Plaintiffs’ Second Amended Complaint filed in the Litigation on June 5, 2020 [ECF No. 65].
  - e. “Court” means the United States District Court for the District of Minnesota.
  - f. “Damages Class” refers to the class certified with the same name by the Court under



Federal Rule of Civil Procedure 23(b)(3) in this Litigation on December 28, 2021 [ECF No. 318] and modified by the Court on January 17, 2023 [ECF No. 539], and who were provided notice as required by the Court [ECF No. 690] and did not timely opt-out.

- g. “Defense Counsel” means the law firm of Steel Rives LLP.
- h. “Effective Date” means the earliest date on which all of the events and conditions specified in Paragraph 14 herein have occurred or have been met.
- i. “Escrow Account” means the account or accounts meeting the requirements of Treas. Reg. § 1.468B-1(c)(3) to be established by Class Counsel for receipt of the Settlement Amount.
- j. “Execution Date” means the date in the first sentence of this Settlement Agreement.
- k. “Final Approval” means an order and Judgment by the Court that finally approves this Settlement Agreement and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses the Litigation with prejudice, which is to be consistent in all material respects to the proposed order shared with Defendants pursuant to Paragraph 9.
- l. “Injunctive Class” refers to the class certified with the same name by the Court under Federal Rule of Civil Procedure 23(b)(2) in this Litigation on December 28, 2021 [ECF No. 318] and modified by the Court on January 17, 2023 [ECF No. 539].
- m. “Judgment” means the final order of judgment described in Paragraph 9 herein.
- n. “Net Settlement Fund” means the Settlement Fund less any amounts approved by the Court for administrative costs, including costs of issuance of notice to the

Settlement Class, Settlement Administrator fees and expenses, fees related to the Settlement Fund, and any Court-awarded attorneys' fees and reimbursed litigation expenses.

- o. "No-Bill Agreements" shall mean any agreement between one or more Defendants and persons or entities by which the persons or entities agree not to bill one or more Defendants for healthcare services provided in the State of Minnesota in the future.
- p. "Parties" means Plaintiffs and Defendants.
- q. "Person(s)" means an individual or an entity.
- r. "Preliminary Approval" means an order by the Court that is in all material respects consistent with the proposed order shared with Defendants pursuant to Paragraph 6, which preliminarily approves the settlement set forth in this Settlement Agreement, and directs notice thereof to the Damages Class pursuant to Federal Rule of Civil Procedure 23.
- s. "Released Claims" shall mean the Claims and all manner of demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including, without limitation, costs, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any Settlement Class Members, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, related to or arising from conduct alleged in the Complaint or which could have been asserted in the Litigation against the Released Defendants, or any one of them, prior to and through the Effective Date, on account of, arising out of, resulting from,

or related to No-Bill Agreements including, without limitation, Claims arising under federal and state consumer protection, consumer fraud, unfair competition, unfair practices, or deceptive trade practice law, including, without limitation, Minnesota common law; the Minnesota Consumer Fraud Act, Minn. Stat. §§ 325F.68–.70; and the Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43–.48.

Expressly excluded from Released Claims are any claims for payment of insurance benefits that do not involve insurance claims for medical expenses by healthcare providers subject to No-Bill Agreements.

- t. “Released Defendants” means, jointly and severally, and individually and collectively: Defendants, their predecessors, successors, present and former parents, subsidiaries, divisions, Affiliates, and departments, each of their respective past and present officers, directors, employees, agents, attorneys, insurers, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
- u. “Releasing Plaintiffs” means, jointly and severally, and individually and collectively: Plaintiffs and all Settlement Class Members, their predecessors, successors, present and former parents, subsidiaries, divisions, Affiliates, and departments, each of their respective past and present officers, directors, employees, agents, attorneys, insurers, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, regardless of whether a Settlement Class Member submits any claim for payment or receives any such payment pursuant to any claims process that may

be established and approved by the Court.

- v. “Settlement Administrator” means the firm retained to disseminate notice to the Settlement Class and to administer the payment of Settlement Funds to the Settlement Class, Class Counsel, and service providers, subject to approval of the Court.
- w. “Settlement Amount” means the sum of USD \$1,950,000 (one million nine hundred fifty thousand United States Dollars).
- x. “Settlement Class” means the Damages Class and the Injunctive Class.
- y. “Settlement Class Member(s)” means each Person that is a member of the Settlement Class and has not timely and validly excluded himself, herself, or itself from the Settlement Class in accordance with the procedures established by the Court. For avoidance of doubt, Settlement Class Members includes Plaintiffs.
- z. “Settlement Class Period” means the period between January 17, 2013, until September 13, 2023.
- aa. “Settlement Fund” means the dollar amount of the Settlement Amount plus any interest, income, or proceeds earned thereon after payment thereof by Defendants into the Escrow Account.

2. Settlement Consideration.

- a. The Settlement Amount represents an all-in cash settlement amount, inclusive of class recovery amounts, fees (attorneys’ fees and other fees), and costs (including litigation expenses and class notice costs). The Settlement Amount represents the full amount to be paid by Defendants pursuant to this Agreement, and Defendants shall not be required to make any other payments to Plaintiffs, the Settlement Class,



the Settlement Administrator, or anyone else for any other reason pursuant to this Agreement.

- b. Within ten (10) business days of the Effective Date as defined below in Paragraph 14, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account. In the event that the foregoing date falls on a U.S. bank holiday, the payment will be made on the next business day. The payment shall be made by wire transfer in immediately-available funds.
  - c. After all costs (including notice costs), attorneys' fees, and any other expenses have been paid from the Settlement Fund, remaining funds shall be distributed to Damages Class Members in accordance with this Settlement Agreement. If, following further distribution, the remaining funds become *de minimis* in Class Counsel's reasonable judgment, such residual funds shall be made the subject of an application to the Court by Plaintiffs for *cypres* distribution. Defendants shall have no right of reversion.
3. Disclosure to the Minnesota Department of Commerce. Defendants agree to disclose to the Minnesota Department of Commerce that they have No-Bill Agreements with certain health care providers, and may in the future enter into No-Bill Agreements: (1) as part of the next regularly filed Anti-Fraud Plan submitted by any Defendant to the Minnesota Department of Commerce Fraud Bureau after the Effective Date, and, thereafter, and (2) a separate written disclosure to the Minnesota Department of Commerce Insurance Division within a reasonable time after the Effective Date. Defendants shall have no further disclosure obligations under this Agreement.
  4. The Parties' Efforts to Effectuate This Settlement Agreement. Class Counsel agree to

recommend approval of the settlement by the Court and by the Settlement Class Members. Class Counsel, Plaintiffs, Defense Counsel, and Defendants agree to cooperate in good faith and use their best efforts to carry out the terms of this Settlement Agreement and to obtain the Court's Preliminary Approval and Final Approval of this Settlement Agreement and the settlement contemplated hereby.

5. Litigation Standstill. The Parties, through their respective counsel, shall cease all litigation activities against each other related to the Litigation unless and until (a) the Court denies Preliminary Approval or Final Approval of this Settlement Agreement, or (b) the Settlement Agreement is terminated in accordance with Paragraph 17.
6. Motion for Preliminary Approval. Within ten (10) business days of the Execution Date, Plaintiffs will move the Court for preliminary approval of this settlement and a stay of all proceedings in the Litigation pending final resolution of the settlement ("Preliminary Approval Motion"). No later than five (5) business days prior to filing, Class Counsel shall provide the Preliminary Approval Motion, all supporting materials, and a proposed order to Defendants for their review. Defendants shall not unreasonably withhold their assent. To the extent that Defendants object to any aspect of the Preliminary Approval Motion, they shall communicate such objection to Class Counsel, and the Parties shall meet and confer to resolve any such objection. If this occurs, the deadline to submit the Preliminary Approval Motion shall be extended to five (5) business days after the conclusion of the meet-and-confer process. In the event that the Parties are unable to reach agreement as to the Preliminary Approval Motion and/or the supporting materials, each Party reserves its right to make such additional filings as it may deem necessary, subject to the limitations of this Settlement Agreement, in further support of the Preliminary Approval Motion.

7. Notice to the Settlement Class. After Preliminary Approval, and subject to approval by the Court of the means for dissemination:
  - a. The Settlement Administrator, at the direction of Class Counsel, shall provide the best notice practicable under the circumstances, which may be provided by publication, in conformance with a notice plan to be approved by the Court. The Settlement Administrator shall be selected by Class Counsel for approval by the Court.
  - b. Neither Defendants nor Defense Counsel shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the settlement or administering the settlement.
  - c. Subject to Court approval, any costs of notice and administration shall be paid from the Settlement Fund following the Effective Date. If, for any reason, the Settlement Agreement is terminated according to its terms, not finally approved by the Court, and/or the Effective Date does not occur, Defendants shall have no obligation to reimburse any costs of notice or administration relating in any way to the Settlement Agreement.
8. Requests for Exclusion. Any Person who wishes to seek exclusion from the Settlement Class must timely submit a written request for exclusion as provided in this Paragraph (“Request for Exclusion”). Any Person who timely submits a Request for Exclusion (an “Opt Out”) shall be excluded from the Settlement Class, shall have no rights with respect to the settlement or this Settlement Agreement, and shall receive no benefits as provided in this Settlement Agreement.



- a. Unless otherwise ordered by the Court, a Request for Exclusion must be in writing, which shall: (a) state the name, address, and telephone number of the Person seeking exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) contain a signed statement that “I/we hereby request that I/we be excluded from the proposed Settlement Class in *Taqueria El Primo LLC et al. v. Illinois Farmers Insurance Company et al.*, Case No. 19-cv-3071 (D. Minn.)”; (c) provide documents sufficient to prove membership in one or more of the Settlement Class; and (d) be signed by such Person requesting the exclusion or an authorized representative, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. The name of the Person(s) seeking exclusion shall be as specific as possible, including any “formerly known as” names, “doing business as” names, etc. Only the specific Person(s) identified may be excluded from the settlement. A Request for Exclusion that does not include all of the foregoing information, that does not contain a valid electronic or handwritten signature, that is sent to an address other than the one designated in the notice to Settlement Class Members, or that is not sent within the time specified in the notice, shall be invalid, and the Person serving such an invalid request shall remain a Settlement Class Member and shall be bound by this Settlement Agreement, if approved.
- b. Class Counsel shall promptly forward to Defense Counsel complete copies of all Requests for Exclusion as they are received. To the extent a claims administrator is retained to administer any distribution of the Settlement Fund, Class Counsel are responsible for promptly providing such claims administrator with copies of any



Requests for Exclusion received pursuant to this Paragraph. Further, Class Counsel shall, within five (5) business days after the Court-ordered deadline for submission of timely Requests for Exclusion from the Settlement Class, cause to be provided to Defense Counsel a list of Opt-Outs who have timely excluded themselves from the Settlement Class.

9. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then Plaintiffs, through Class Counsel, and in accordance with the schedule set forth in the Court's Preliminary Approval Order, shall submit to the Court a separate motion for final approval of this settlement ("Final Approval Motion"). No later than five (5) business days prior to filing the Final Approval Motion, Class Counsel shall provide the Final Approval Motion, all supporting materials, and a proposed order to Defendants for their review. Defendants shall not unreasonably withhold their assent. To the extent that Defendants object to any aspect of the Final Approval Motion, they shall communicate such objection to Class Counsel and the parties shall meet and confer to resolve any such objection. In the event that the Parties are unable to reach agreement as to the contents of the Final Approval Motion and/or the supporting materials, each Party reserves its right to make such additional filings as it may deem necessary, subject to the limitations of this Settlement Agreement, in further support of the Final Approval Motion. The Final Approval Motion shall seek entry of an order and final Judgment:

- a. fully and finally approving the settlement contemplated by this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Federal Rule of Civil Procedure 23, and directing the implementation, performance, and consummation of this Settlement

Agreement pursuant to its terms and conditions;

- b. determining that the notice to the Settlement Class constituted the best notice practicable under the circumstances of the settlement and the fairness hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- c. dismissing the Litigation with prejudice as to the Defendants;
- d. discharging and releasing the Released Defendants from all Released Claims;
- e. reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
- f. determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and reciting that the judgment of dismissal of the Litigation as to all Defendants shall be final and appealable.

10. Objections to the Settlement. Any Person who has not requested exclusion from the Settlement Class and who objects to the settlement set forth in this Settlement Agreement may appear in person or through counsel, at that Person's own expense, at the fairness hearing to present any evidence or argument that the Court deems proper and relevant. However, no such Person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such Person shall be received and considered by the Court, unless such Person properly submits a written objection that includes: (i) a notice of intention to appear; (ii) proof of membership in the Settlement Class, including documentation evidencing proof of no-fault coverage from any of the Defendants during the Settlement Class Period; and (iii) the specific grounds for the objection and any reasons why such Person desires to appear and be heard, as well as all documents or writings that

such Person desires the Court to consider. Such a written objection must be mailed to Class Counsel at the addresses provided in the notice to the Settlement Class and postmarked no later than thirty (30) days prior to the date set for the fairness hearing. As soon as practicable, Class Counsel shall cause all written objections to be filed with the Court. Any Person that fails to object in the manner prescribed herein shall be deemed to have waived his, her, or its objections and will forever be barred from making any such objections in the Litigation, unless otherwise excused for good cause shown, as determined by the Court.

11. Escrow Account.

- a. The Escrow Account shall be administered by Class Counsel for Settlement Class Members under the Court's continuing supervision and control pursuant to the escrow agreement between Class Counsel and their chosen escrow agent.
- b. The funds deposited in the Escrow Account may be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or money market funds invested substantially in such instruments. Any interest or other income or proceeds earned on any of the foregoing shall be reinvested as they mature in similar instruments at their then-current market rates. Any interest, income, or proceeds earned on any of the foregoing shall become part of the Settlement Fund. Defendants shall have no responsibility for, or liability in connection with, the Settlement Fund, including, without limitation, the investment, administration, maintenance, or distribution thereof.
- c. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court,



until such time as such funds shall be distributed pursuant to this Settlement Agreement and/or further order(s) of the Court.

12. Distribution of Settlement Fund to Settlement Class.

- a. Plaintiffs and Settlement Class Members shall be entitled to look solely to the Settlement Fund for settlement and satisfaction against the Released Defendants for the Released Claims and shall not be entitled to any other payment or relief from the Released Defendants. Except as provided by order of the Court, Settlement Class Members shall not have any interest in the Settlement Fund or any portion thereof. Plaintiffs, Settlement Class Members, and Class Counsel will be reimbursed and indemnified solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice and administration of the Settlement Agreement and distribution of Net Settlement Fund payments to Damages Class Members. Defendants shall not be liable for any costs, fees, or expenses of any of the Plaintiffs' and Class Counsel's attorneys, experts, advisors, or representatives, and to the extent any such costs and expenses as approved by the Court to be reimbursed, they shall be paid out of the Settlement Fund.
- b. The Net Settlement Fund will be allocated, *pro rata*, to eligible Damages Class Members who submit a claim for such funds in response to notice, based upon the amount each Damages Class Member paid for insurance coverage under a policy issued by Defendants that provided for medical-expenses benefits under the Minnesota No-Fault Act in proportion to the total amount of the Net Settlement Fund.



- c. Each eligible Damages Class Member's actual recovery will be a percentage of amounts paid for each Minnesota no-fault policy, and will vary depending on the number and amounts paid for each policy.
- d. All of the Net Settlement Fund will be distributed, in full, to eligible Damages Class Members who submit claims according to the process described in this Agreement.
- e. To the extent there are undistributed amounts remaining in the Net Settlement Fund after distribution to eligible Damages Class Members, if any (resulting, for example, from the fact that cash settlement payment checks went uncashed), the Settlement Administrator, upon the recommendation of Class Counsel and approval of the Court, will either make a subsequent distribution to Damages Class Members, or, if it is infeasible to do so in light of the amount of undistributed funds and costs, that money, together with any uncashed checks, will be distributed by *cy pres* to a charitable recipient, to be determined and subject to Court approval.

13. Fee Awards, Costs and Expenses, and Service Payments to Plaintiffs.

- a. Class Counsel may apply to the Court for a fee award to be paid from the proceeds of the Settlement Fund in an amount not to exceed one-third of the Settlement Fund. Class Counsel may also seek reimbursement of all incurred costs and expenses and payment of costs to administer the settlement from the Settlement Fund. Attorneys' fees, expenses, and other costs awarded by the Court shall be payable from the Settlement Fund in accordance with the Court's Final Approval Order.
- b. Defendants shall not have any responsibility for, or interest in, or liability whatsoever with respect to allocation among Class Counsel, and/or any other Person who may assert some claim thereto, of any fee and expense award that the

Court may make in the Litigation.

- c. There shall be no payment of any fee and expense award, or any other awards the Court may make, out of the Settlement Fund until the Effective Date has occurred.
- d. Should the Court award any fees and expenses, allocation of those fees and expenses shall be determined by Class Counsel.
- e. Within ten (10) business days after the Effective Date, the escrow agent shall pay any approved attorneys' fees, expenses, and/or repayment of the class representatives' costs, time, and expenses via wire transfer from the Settlement Fund as directed by Class Counsel in accordance with and attaching the Court's Order approving such payments.

14. Effective Date of the Settlement. This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met ("Effective Date"): (a) this settlement has been approved in all respects by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure; (b) the Court has entered the Judgment; and (c) the time for appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement and entry of the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. Neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

15. Release.

- a. Upon the Effective Date, and in addition to the effect of any Judgment entered in

accordance with this Settlement Agreement, Settlement Class Members shall be deemed to have released and forever discharged the Released Defendants from the Released Claims and the Litigation will be dismissed with prejudice.

- b. Upon the Effective Date, the Settlement Class Members covenant and agree that they, and each of them, will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action, or collecting from, seeking to recover from, or proceeding against the Released Defendants on behalf of themselves, individually or collectively, in connection with any of the Released Claims. Plaintiffs and Class Counsel acknowledge that Defendants consider it to be a material term of this Settlement Agreement that all Settlement Class Members will be bound by the provisions of this Paragraph 15.
- c. During the period after the expiration of the deadline for submitting a Request for Exclusion pursuant to Paragraph 8, as determined by the Court, and prior to the Effective Date, all Settlement Class Members who have not submitted a valid Request for Exclusion shall be preliminarily enjoined and barred from asserting any Released Claims against the Released Defendants.
- d. Defendants agree to release and forever discharge, and, upon the Effective Date, Defendants shall be deemed to have released and forever discharged, Plaintiffs, including their Affiliates, agents, and attorneys, from any and all claims relating to the Claims asserted in this lawsuit or the use of No-Bill Agreements.

16. No Admission. Whether or not this Settlement Agreement becomes final or is terminated pursuant to its terms, the Parties expressly agree that this Settlement Agreement and its contents, including, without limitation, its exhibits and any and all statements, negotiations,



documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the Complaint or any other pleading or filing, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding. This Settlement Agreement shall not be construed as an admission of liability or wrongdoing, or used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

17. Option to Terminate. In the event that Settlement Class Members accounting for five percent (5%) or more of the Settlement Class request exclusion from the Settlement, Defendants have the right to void the Settlement in its entirety by providing written notice to Class Counsel prior to entry of Final Judgment.
18. Class Action Fairness Act. Within ten (10) days of the filing of this Settlement Agreement in Court with the above-mentioned motion for Preliminary Approval, Defendants, at their sole expense, shall submit all materials required to be sent to appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and shall confirm to Class Counsel that such notices have been sent.
19. Binding Effect. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class, and the Settlement Class Members. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by the Plaintiffs shall be binding upon all members and potential members of the Settlement Class who have not



validly excluded themselves from the Settlement Class.

20. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Released Party, and upon the Effective Date, the Settlement Class Members shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Released Defendant.
21. Costs. Except as otherwise provided herein, Plaintiffs and Defendants shall each be responsible for bearing their own costs and fees incurred in this Litigation.
22. Effect of Disapproval or Rescission. If the settlement contemplated by this Settlement Agreement does not receive Final Approval and the Judgment is not entered, if such Final Approval and/or Judgment is modified or set aside on appeal, or if this Settlement Agreement is terminated or voided for any reason, then this Settlement will become null and void, no payment of the Settlement Amount will be made, the Settlement shall not be used nor admissible in any subsequent proceeding either in this Court or in any other or forum, and the Parties shall revert to the status *quo ante* as if no Settlement Agreement were ever entered into.
23. Notices. Except as provided for in Paragraph 7, all other notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b), or (c), shall be addressed:

If directed to Plaintiffs, the Settlement Class, or any Settlement Class Member, to:

David W. Asp  
LOCKRIDGE GRINDAL NAUEN PLLP  
100 Washington Ave S., Suite 2200  
Minneapolis, MN 55401  
dwasp@locklaw.com

If directed to Defendants, to:

Timothy W. Snider  
STOEL RIVES LLP  
760 Southwest Ninth Avenue, Suite 3000  
Portland, OR 97205  
timothy.snider@stoel.com

or such other address as the Parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this Paragraph. Providing a copy by email shall only be in addition to, and not a substitute for, the formal notice mechanisms provided for in (a), (b), or (c) of this Paragraph.

24. Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.
25. Necessary Approvals. All Defendants expressly represent that they have obtained all required approvals for this Settlement Agreement.
26. Confidentiality of Settlement Negotiations. Class Counsel and Defense Counsel shall keep strictly confidential and not disclose to any third party any non-public information regarding the parties' negotiation of this settlement and/or this Settlement Agreement except for disclosure made with the prior consent of the other Parties. For the sake of clarity, information contained within this Settlement Agreement shall be considered public after the Settlement Agreement has been filed with the Court in connection with the

Preliminary Approval Motion.

27. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel and the participation of an experienced neutral mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress. The Parties, including Settlement Class Members and Class Counsel, or any of them, may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Litigation, but the subsequent discovery or existence of such different or additional facts shall have no bearing on the validity of this Settlement Agreement once executed and shall not serve as a basis for any Party to challenge or otherwise seek to rescind, terminate, or cancel the settlement.
28. Modification/Waiver. This Settlement Agreement may be modified or amended only by a writing executed by the Parties, subject (if after Preliminary Approval or Final Approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
29. No Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any of its provisions hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Settlement Agreement.
30. No Third-Party Beneficiaries. No provision of this Settlement Agreement shall provide any

rights to, or be enforceable by, any person or entity that is not a Released Defendant, Plaintiff, member of the Settlement Class, or Class Counsel.

31. Choice of Law and Dispute Resolution. All terms of this Settlement Agreement shall be governed by, and interpreted according to, Minnesota law, without reference to its conflicts of law provisions.

32. Consent to Jurisdiction. The Parties and any Settlement Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, or relating to the award of fees and expenses and any allocation thereof.


33. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or Portable Document Format signatures shall be considered as valid signatures for purposes of execution of this Settlement Agreement, but original signature pages shall thereafter be collated for filing of this Settlement Agreement with the Court.

34. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties.

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the date first above written.



Dated: 3/6, 2025

  
\_\_\_\_\_  
David W. Asp  
Simeon A. Morbey  
Jennifer L. M. Jacobs  
Derek C. Waller  
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Paul J. Phelps  
**SAWICKI & PHELPS, P.A.**  
5758 Blackshire Path  
Inver Grover Heights, MN 55076

Counsel for Plaintiffs

Dated: 02-19, 2025

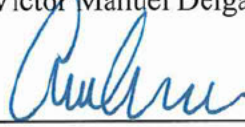
**TAQUERIA EL PRIMO LLC**  
Taqueria El Primo LLC

By: **VICTOR MANUEL DELGADO JIMENEZ**  
Its: **PRESIDENT**


Dated: 02-19, 2025

**VICTOR M DELGADO**  
Victor Manuel Delgado Jimenez

Dated: 02/19, 2025

  
\_\_\_\_\_  
Michelle Chavez Solis

Dated: 02/19, 2025

  
\_\_\_\_\_  
Virginia Sanchez Gomez

Dated: 02/19, 2025

EL CHINELLO PRODUCE  
El Chinelo Produce, Inc.

By: Virginia Sanchez Gomez  
Its: PRESIDENT

Dated: 02/25, 2025

/s/ Benjamin J. Tarnowski  
Benjamin Tarnowski

Dated: 02/19, 2025

EL CHINELLO MARKET  
El Chinelo Market, LLC

By: Virginia Sanchez G.  
Its: PRESIDENT

Dated: 3/6, 2025



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Counsel for Defendants

Dated: 3/6, 2025



Farmers Group, Inc.

By: John Odendahl  
Their: Head of Corporate Litigation

Dated: 3/6, 2025



Truck Insurance Exchange

By: John Odendahl  
Their: Head of Corporate Litigation

Dated: 3/6, 2025



Farmers Insurance Company, Inc.

By: John Odendahl  
Their: Head of Corporate Litigation

Dated: 3/6, 2025

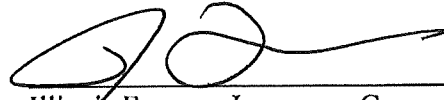


Farmers Insurance Exchange

By: John Odendahl

Their: Head of Corporate Litigation

Dated: 3/6, 2025



Illinois Farmers Insurance Company

By: John Odendahl

Their: Head of Corporate Litigation

Dated: 3/6, 2025



Mid-Century Insurance Company

By: John Odendahl

Their: Head of Corporate Litigation