

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

Taqueria El Primo LLC et al. v. Illinois Farmers Ins. Co. et al.
Civil No. 19-3071 (JRT/BRT) (D. Minn.)

If You Are Receiving this Notice a Class Action Settlement May Affect Your Rights.

***The United States District Court for the District of Minnesota authorized this Notice.
You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit concerning Illinois Farmers Insurance Company, Farmers Insurance Exchange, Farmers Group, Inc., Truck Insurance Exchange, Farmers Insurance Company, Inc., Mid-Century Insurance Company, Farmers Group, Inc., and Farmers Insurance Company, Inc. (“Defendants” or “Farmers”).
- The lawsuit is called *Taqueria El Primo LLC et al. v. Illinois Farmers Ins. Co. et al.* Civil No. 19-3071 (JRT/ECW) (D. Minn.). The lawsuit alleges that Farmers violated the Minnesota Consumer Fraud Act, the Minnesota Deceptive Trade Practices Act, and the terms of insurance policies in Minnesota by entering into undisclosed agreements with health care providers that limited the ability of insureds to use policy benefits at the health care provider of their choice. Farmers denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- The Settlement Class consists of the Damages Class and the Injunctive Class that were certified by the Court under Federal Rule of Civil Procedure 23(b)(3) in this lawsuit on December 18, 2021, and modified by the Court on January 17, 2023. These certified classes are nearly identical. The Settlement Class Period is January 17, 2013, to September 13, 2023.
- Members of the Damages Class are “all persons or entities who purchased an insurance policy on or after January 17, 2013, within the State of Minnesota from any of the Defendant Insurers that provided for medical expense benefits under Minnesota’s No Fault Act” (“the Class”). The Class specifically excludes: (i) any Judge or Magistrate presiding over this Action and members of their families; (ii) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (iii) Persons who properly execute and file a timely request for exclusion from the class; and (iv) the legal representatives, successors or assigns of any excluded Persons.
- Members of the Injunctive Class are “all persons or entities that purchased an insurance policy on or after January 17, 2013, within the State of Minnesota from any of the Defendant Insurers that provided for medical expense benefits under Minnesota’s No Fault Act, and who maintain that policy.” The Class specifically excludes: (i) any Judge or Magistrate presiding over this Action and members of their families; (ii) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (iii) Persons who properly execute and file a timely request for exclusion from the class; and (iv) the legal representatives, successors or assigns of any excluded Persons.
- Damages Class Members who submit a claim form are eligible to receive a cash payment that will be a *pro rata* payment from the Net Settlement Fund based upon the amount each Damages Class Member paid for insurance coverage, during the Settlement Class Period, 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 after the payment of (i) any Fee Award to Class Counsel; (ii) any Service Award to the Class Representative, not to exceed \$20,000 in total (with a maximum of \$5,000 per non-corporate Class Representative) ; and, (iii) Settlement Administration Expenses, as may be ordered by the Court. The Settlement Administrator will post additional information about the payment amount on www.FarmersInsuranceMinnesotaClassAction.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.FarmersInsuranceMinnesotaClassAction.com.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive a payment from the Settlement Fund. The deadline to submit a Claim Form is JUNE 20, 2025 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendants and the issues in this case. The deadline to exclude from the Settlement is JUNE 20, 2025 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is JULY 21, 2025 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on AUGUST 19, 2025, at 10:00 A.M.
DO NOTHING	You get no payment and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.FarmersInsuranceMinnesotaClassAction.com.
- The Court in charge of this case still must decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and enters its Final Judgment.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with the Defendants in this case. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge John R. Tunheim of the United States District Court for the District of Minnesota is overseeing this class action lawsuit. The case is captioned as *Taqueria El Primo LLC et al. v. Illinois Farmers Ins. Co. et al.*, Civil No. 19-3071 (JRT/ECW) (D. Minn.) (the “Action”).

2. What is a Class Action Lawsuit?

In a class action lawsuit, one or more people called “Class Representatives” have sued on behalf of themselves and other people who have similar claims. These people and entities together are called a “Class” or “Class Members.” Here, Taqueria El Primo LLC, Victor Manuel Delgado Jimenez, Michelle Chavez Solis, El Chinelo Produce, Inc., Virginia Sanchez-Gomez, and Benjamin Tarnowski are the Plaintiffs’ and Class Representatives. The companies the Plaintiffs sued—Illinois Farmers Insurance Company, Farmers Insurance Exchange, Farmers Group, Inc., Truck Insurance Exchange, Farmers Insurance Company, Inc., and Mid-Century Insurance Company—are called the Defendants. In a class action, one court resolves the issues for all Class Members, except for those who choose to exclude themselves.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this Lawsuit about?

Plaintiffs allege that Farmers has instituted undisclosed billing limitations on no-fault automobile coverage through agreements with certain health care providers and concealed those limitations from consumers, in violation of the Minnesota Consumer Fraud Act, and Minnesota Deceptive Trade Practices Act, and the terms of the insurance policies. Plaintiffs contend that these billing limitations limited the ability of insureds to use policy benefits to which they were entitled at the health care provider of their choice. More information about what Plaintiffs allege is in Plaintiffs' Second Amended Complaint which you may view at the www.FarmersInsuranceMinnesotaClassAction.com website.

Farmers contends that the billing limitations were permissible and denies any violation of Minnesota law. Farmers also denies that the billing limitations resulted in the denial of medical expense benefits to Class Members or otherwise caused damage to Class Members. More information about what Farmers says is in Farmers' Answer to the Second Amended Complaint which you may view at the www.FarmersInsuranceMinnesotaClassAction.com website.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Defendants should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Class Representatives and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendants.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class consists of the certified Damages Class and Injunctive Class. You are a member of the Damages Class if you purchased or renewed an auto insurance policy during the Settlement Class Period within the State of Minnesota from Farmers Insurance Exchange, Illinois Farmers Insurance Company, Truck Insurance Exchange, or Mid-Century Insurance Company (the "Defendant Insurers") that provided for medical expense benefits under Minnesota's No-Fault Act.

You are a member of the Injunctive Class if you purchased or renewed an auto insurance policy during the Settlement Class Period within the State of Minnesota from the Defendant Insurers that provided for medical expense benefits under Minnesota's No-Fault Act.

The Settlement Class specifically excludes: (i) any Judge or Magistrate presiding over this Action and members of their families; (ii) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (iii) Persons who properly execute and file a timely request for exclusion from the class; and (iv) the legal representatives, successors or assigns of any excluded Persons.

Eligible Settlement Class Members will have been e-mailed or mailed notice of their eligibility to receive a *pro rata* cash payment from the Net Settlement Fund by the Settlement Administrator, and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at (877)-719-0555 or by visiting the Settlement Website at www.FarmersInsuranceMinnesotaClassAction.com.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under this Settlement, the maximum total amount Defendants may be required to pay is \$1,950,000.00. This Settlement provides eligible Damages Class Members who submit a Claim Form with a cash payment that will be a *pro rata* payment from the \$1,950,000 Settlement Fund after the payment of (i) administrative costs, including costs of issuance of notice

to the Settlement Class, Settlement Administrator fees and expenses, (ii) fees related to the Settlement Fund, and (iii) any Court-awarded attorneys' fees, reimbursed litigation expenses, and service awards. The Settlement Administrator will post additional information about the payment amount on www.FarmersInsuranceMinnesotaClassAction.com. Additionally, the Settlement provides the Injunctive Class with relief whereby Defendants will 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. For complete details, please see the Settlement Agreement, whose terms control, available at www.FarmersInsuranceMinnesotaClassAction.com.

HOW TO GET BENEFITS

7. How do I make a Claim?

The easiest way to submit a claim is online at www.FarmersInsuranceMinnesotaClassAction.com using your Unique ID found on the Notice that was mailed or emailed to you. Claim Forms must be submitted online or postmarked on or before the claim deadline of **JUNE 20, 2025**.

You can contact the Settlement Administrator to request a paper claim form by telephone (1-877-719-0555), email (info@FarmersInsuranceMinnesotaClassAction.com), or U.S. mail (Farmers Insurance Minnesota No-Fault Class Action, c/o Analytics Consulting LLC, PO Box 2007, Chanhassen, MN 55317).

Claims will be subject to a verification process. You will need the Unique ID provided at the top of your Long Form Notice (email notice) to fill out your Claim Form. This Unique ID can also be found on the front of the Short Form Notice (postcard notice). If you do not know your Unique ID, please contact the Settlement Administrator.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **AUGUST 19, 2025, at 10:00 A.M.** If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Class Members via written check unless a Class Member chooses to receive payment electronically. All checks will expire and become void 180 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. Class Counsel in this case are: David W. Asp at Lockridge Grindal Nauen PLLP; Anne T. Regan and Nathan D. Prosser at Hellmuth & Johnson PLLC; and Paul J. Phelps at Sawicki & Phelps, P.A.

Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. However, you can choose to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will seek up to one-third (33 1/3%) of the Settlement Fund in attorneys' fees. Class Counsel will ask the Court for reimbursement of all incurred costs and expenses and payment of costs to administer the Settlement from the Settlement Fund (not to exceed \$670,200). 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.

Class Counsel will also request a Service Award of up to \$5,000 for each non-corporate Class Representative (not to exceed \$20,000). Ultimately, the Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any Service Award to the Class Representatives. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendants about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at www.FarmersInsuranceMinnesotaClassAction.com. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

"Released Claims" 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.

The Settlement Agreement describes the Release, Released Claims, Released Defendants, and Releasing Plaintiffs in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.FarmersInsuranceMinnesotaClassAction.com or in the public court records on file in this lawsuit.

The Released Claims do not include any claims arising from or relating to any conduct by Defendants after the date the Agreement is executed. The Released Claims shall also not include the right of Plaintiff, any Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement ("opt out"), you will not have any rights as a member of the Settlement Class under the Settlement terms; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in this lawsuit at your own expense.

14. How do I ask to be excluded?

To exclude yourself, you must send a written “Request to Opt Out” to the Notice Administrator by mail so that it is postmarked no later than **JUNE 20, 2025**. Your written request must:

- Include your name, address, and telephone number and in the case of entities, the name and telephone number of the appropriate contact person;
- Include 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.*”;
- 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.

Your Request to Opt Out must be mailed to:

Farmers Insurance Minnesota No-Fault Class Action Notice Administrator
c/o Analytics Consulting LLC
PO Box 2007
Chanhassen MN 55317-2007

You cannot exclude yourself by phone or email.

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 to Opt Out” 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.

Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request.

15. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you did not exclude yourself from the Settlement Class and think that the Court should not approve the Settlement, you can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to give final approval to the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court and the Settlement Administrator via Class Counsel, at the mailing addresses listed below, postmarked by no later than the Objection Deadline, **JULY 21, 2025**:

Class Counsel		
David W. Asp Lockridge Grindal Nauen, PLLP 100 S Washington Ave # 2200 Minneapolis, MN 55401	Anne T. Regan Nathan D. Prosser Hellmuth & Johnson, PLLC 8050 W 78th St Minneapolis, MN 55439	Paul J. Phelps Sawicki & Phelps, P.A. 5758 Blackshire Path Inver Grove Heights, MN 55076

Your objection must be written and must include all of the following: (i) a notice of intention to appear (if represented by an attorney); (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 you desire to appear and be heard, as well as all documents or writings that you desire the Court to consider.

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.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Fairness Hearing on **AUGUST 19, 2025, at 10:00 A.M.** before Judge Tunheim in Courtroom 14E of the United States District Court for the District of Minnesota, 300 South Fourth Street, Minneapolis, MN 55415. The purpose of the Fairness Hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service award payment to the Class Representatives. At the Fairness Hearing, Plaintiffs will request the Court to enter an order consistent with the Settlement Agreement, including dismissing with prejudice all claims against Defendants, granting Class Counsel's request for payment of attorneys' fees, litigation expenses, and services awards, and retaining jurisdiction for the implementation and enforcement of the Settlement Agreement.

Note: The date and time of the Fairness Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.FarmersInsuranceMinnesotaClassAction.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you do not have to.

21. May I speak at the Fairness Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Fairness Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.FarmersInsuranceMinnesotaClassAction.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT www.FarmersInsuranceMinnesotaClassAction.com, BY CALLING TOLL-FREE AT (877)-719-0555 OR WRITING TO:

Farmers Insurance Minnesota No-Fault Class Action
c/o Analytics Consulting LLC
PO Box 2007
Chanhassen MN 55317-2007
Email: info@FarmersInsuranceMinnesotaClassAction.com

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.