

If you are a current or former American Family Insurance Agent, you may be affected by a class action.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

WHAT THIS CASE IS ABOUT

- Former American Family Insurance Agents have sued American Family Mutual Insurance Company and other American Family entities (collectively, "American Family"). They allege that American Family did not pay benefits owed under the Employee Retirement Income Security Act ("ERISA"), a federal law protecting retirement and other employee welfare benefits, by misclassifying its agents as independent contractors when they were employees under ERISA.
- You are included in the lawsuit if you fall within one or more of the following Class definitions:
 1. Termination Benefits Class: Each person who signed an American Family Agent Agreement and (1) was an active agent as of February 28, 2013, or (2) is a former agent whose Agent Agreement was terminated on or after February 28, 2007;
 2. Termination Benefits Breach of Fiduciary Duty Class: Each person who signed an American Family Agent Agreement and (1) was an active agent as of February 28, 2013, or (2) is a former agent whose Agent Agreement was terminated on or after February 28, 2010;
 3. Health/Dental/Life/Disability Class: Each person who signed an American Family Agent Agreement and (1) was an active agent as of February 28, 2013, or (2) was a former agent who became a full-time American Family Agent and came off an agent financing program on or after February 28, 2007.
- There is no money available at this time and no guarantee there will be in the future. This notice is being sent to you to inform you about your rights and what your choices are.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

DO NOTHING	Stay in this lawsuit. Await the outcome. If you want to stay in the lawsuit, you don't have to do anything. You will automatically remain a Class member and your interests will be represented by the named Plaintiffs and Class Counsel. You will give up your right to bring your own case against the American Family for the claims included in this lawsuit that seek money damages. If this case settles or the Court enters a final judgment, you will be bound by that settlement or judgment.
ASK TO BE EXCLUDED	Get out of this lawsuit. Retain the right to bring your own lawsuit. If you ask to be excluded from the Class, you will neither benefit nor be bound by any settlement or judgment, favorable or unfavorable. You can, if you choose, bring your own lawsuit against American Family for the claims included in this lawsuit that seek money damages. To ask to be excluded, you must act by February 21, 2017 .

If you have any questions about this process, you can contact Class Counsel at the addresses and telephone numbers given below. You can also go to www.Americanfamilyclassaction.com for more information.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a Court has “certified” this case to proceed to trial as a class action lawsuit on issues of liability under Rule 23 of the Federal Rules of Civil Procedure and your rights may be affected. If you are a current or former agent who falls within one or more of the previously-listed categories, you may have legal rights and options that you can exercise before the Court decides whether the claims being made against American Family on your behalf are correct. This notice explains all of these things.

Judge Donald C. Nugent of the United States District Court for the Northern District of Ohio is overseeing this class action. The case is known as *Jammal, et al. v. American Family Ins. Group, et al.*, Case No. 13-cv-00437. The people who sued are called the Plaintiffs. The entities they sued, American Family Insurance Company, American Family Mutual Insurance Company, American Standard Insurance Company of Wisconsin, American Family Termination Benefits Plan, Group Life Plan, Group Health Plan, Group Dental Plan, Long Term Disability Plan, and American Family Insurance Group Master Retirement Trust, are called the Defendants or referred to as American Family.

2. What is a class action?

In a class action, one or more people or entities, called Class representatives (in this case Walid Jammal, Kathleen Tuersley, Cinda J. Durachinsky, and Nathan Garrett), sue on behalf of all people and entities who have similar claims. Together, these people and entities make up the Class and are called Class members. One court resolves the issues that were certified for all Class members, except for those who exclude themselves from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit could go to trial as a class action because it meets the requirements of Federal Rule of Civil Procedure 23. For example, the Court ruled that the Class is so large or “numerous” that joining all Class members together for the case is impracticable; that there are questions of law and fact that are “common” to the Class and predominate with respect to Defendants’ potential liability; that the claims of the Class representatives are “typical” of the Class as a whole; and that the named Plaintiffs and lawyers for the Class will fairly and adequately protect the interests of all Class members. More information about why this is a class action can be found in the Court’s Memorandum Opinion and Order granting Plaintiffs’ Motion for Class Certification, which is available at www.Americanfamilyclassaction.com.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

This lawsuit is about whether the agents’ termination benefits plan (also called extended earnings) is a retirement plan that must comply with ERISA. Plaintiffs claim that American Family misclassified its agents as independent contractors and, as a result of the misclassification, the termination benefits plan does not provide the minimum level of benefits required by ERISA. Plaintiffs also claim that the agents may have been entitled to participate in certain employee benefit welfare plans. More information about the allegations in the case can be found in the Second Amended Class Action Complaint, available at www.Americanfamilyclassaction.com.

5. How have the Defendants responded?

The Defendants assert that they have complied with ERISA requirements. They assert that the agents are in fact independent contractors and are properly classified. More information on the Defendants’ positions with respect to the case can be found in their answers and defenses to Plaintiffs’ Second Amended Class Action Complaint, available at www.Americanfamilyclassaction.com.

6. Has the Court decided who is right?

No. The Court has not ruled on the merits of the claims. The lawyers for the Plaintiffs will present their claims and the lawyers for the Defendants will argue their defenses at a trial which is scheduled to begin on January 23, 2017 at 8:30 a.m. in Courtroom 15A. There is no obligation for you to attend the trial.

7. What are the Plaintiffs asking for on behalf of the Class?

The Plaintiffs are asking for, among other relief, retirement benefits due under a Termination Benefits plan pursuant to ERISA, a declaration that the Class is eligible for participate in American Family's health and other employee welfare benefit plans, a declaration that the agents are "employees" under ERISA, and an injunction barring American Family from continuing to misclassify the Class as independent contractors and implementing benefit plans that do not comply with ERISA. Plaintiffs also seek equitable relief in the form of a return of all profits American Family made by using assets of the plans for its own interests.

8. Is there any money available now?

No money is available now and there is no guarantee that money will ever be awarded or obtained.

MEMBERS OF THE CLASS

9. How do I know if I am part of the Class?

- You are a Class member if you fall within one or more of the following categories:
 1. Termination Benefits Class: Each person who signed an American Family Agent Agreement and (1) was an active agent as of February 28, 2013, or (2) is a former agent whose Agent Agreement was terminated on or after February 28, 2007;
 2. Termination Benefits Breach of Fiduciary Duty Class: Each person who signed an American Family Agent Agreement and (1) was an active agent as of February 28, 2013, or (2) is a former agent whose Agent Agreement was terminated on or after February 28, 2010;
 3. Health/Dental/Life/Disability Class: Each person who signed an American Family Agent Agreement and (1) was an active agent as of February 28, 2013, or (2) was a former agent who became a full-time American Family Agent and came off an agent financing program on or after February 28, 2007.

YOUR RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

If you do nothing, you are choosing to stay in the Class. This means that you will be legally bound by all orders and judgments of the Court, and you will not be able to sue or continue to sue the Defendants in a different case for the claims included in this lawsuit. If the case settles or the Court enters a final judgment, you will be bound by that settlement or judgment.

11. What happens if I exclude myself from the Class?

The Court certified the Class for both injunctive and declaratory relief. You may not exclude yourself from this portion of the case. In terms of injunctive and declaratory relief, the Plaintiffs are asking for, among other relief, a declaration stating that Plaintiffs and Class Members are legal "employees," a declaration that the Termination Benefits Plan is an employee benefit plan subject to ERISA, declaratory and injunctive relief that American Family pay retirement benefits according to a Termination Benefits Plan that complies with ERISA's minimum protections, as well as an injunction barring Defendants from continuing to misclassify the Class as "independent contractors" rather than "employees."

Thus, if Plaintiffs are successful at trial, the injunctive and declaratory relief may provide all the relief the class seeks, including benefits due under a Termination Benefits Plan that complies with ERISA. Again, you may not exclude yourself

from this portion of the case and you will be bound by all orders and judgments of the Court related to injunctive and declaratory relief.

The Court may also determine, however, that class members should be able to opt out of any monetary relief (damages) that flow from the declaratory and injunctive relief that American Family pay benefits according to a Termination Benefits Plan that complies with ERISA. You may only exclude yourself from the damages portion of this case. If you exclude yourself from the damages portion of this case, you will not be bound by any of the Court's orders or judgments relating to damages and you will keep your rights to sue or continue to sue the Defendants for damages in a different case for the claims included in this lawsuit. However, regardless of whether you exclude yourself, you will be bound by all orders and judgments of the Court related to injunctive and declaratory relief.

12. How do I ask to be excluded?

To exclude yourself from the Class, send a letter that states you want to be excluded from *Jammal, et al. v. American Family Ins. Group, et al.*, Case No. 13-cv-00437. Include your name, address, telephone number, and signature. You must mail your exclusion letter so that it is postmarked by **February 21, 2017** to: Jammal, et al. v. American Family Ins. Group, et al. Class Action Administrator, 3301 Kerner Boulevard, San Rafael, CA 94901.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court has appointed attorneys at Crueger Dickinson LLC; Wexler Wallace LLP; Greg Coleman Law, P.C.; and Landskroner, Greico, Merriman LLC as Class Counsel to represent the Class in this case. These lawyers have experience handling other class actions. If you want additional information pertaining to the case or this notice, you may contact Edward A. Wallace at Wexler Wallace LLP, (312) 346-2222, eaw@wexlerwallace.com. More information about these law firms and their lawyers is available at www.wexlerwallace.com, <http://www.gregcolemanlaw.com/>, and <https://www.teamlqm.com/>.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and the other Class members. However, if you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

15. How will the lawyers be paid?

Class Counsel is representing you and the rest of the Class on a contingent fee basis and advancing all costs of the litigation on behalf of the Class, the reimbursement of which is also contingent on the outcome of the case. Counsel will be compensated and reimbursed in one of two ways: (1) if a judgment is obtained on behalf of the Class in this lawsuit, Class Counsel will ask the Court for an award of reasonable fees, plus expenses; or (2) if a settlement is reached on behalf of the Class in this lawsuit, Class Counsel will ask the Court to approve the settlement, as well as a request for reasonable attorneys' fees and expenses, which, if approved, will either be paid from the settlement or separately by the Defendants.

THE TRIAL

16. How and when will the Court decide the case?

The case will be decided by Judge Nugent and possibly an advisory jury at a trial that is scheduled to begin January 23, 2017 at 8:30 a.m. The trial will take place in Courtroom 15A at the United States District Court for the Northern District of Ohio, located at the Carl B. Stokes U.S. Court House, 801 West Superior Avenue, Cleveland, Ohio 44113.

17. Do I have to come to Court?

No, you do not have to come to Court unless you choose to do so. Class Counsel will present the case for the Plaintiffs and the lawyers for the Defendants will present their defenses. You or your own lawyer may appear in Court for this case at your own expense.

GETTING MORE INFORMATION

18. What happens if I move before the case is resolved?

If you move, you should update your mailing address and contact information at www.Americanfamilyclassaction.com or by calling 1-855-830-2666 so that you can receive future information about the litigation.

19. Is more information about the lawsuit available?

More information about the lawsuit is available by contacting Class Counsel, visiting www.Americanfamilyclassaction.com, calling toll-free 1-855-830-2666, or writing to Jammal, et al. v. American Family Ins. Group, et al. Class Action Administrator, PO Box 40007, College Station, TX 77842-4007.

DATE: October 21, 2016

