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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 ANDREA STEVENSON,

14 Plaintiff,

15 vs.

16 ALLSTATE INSURANCE CO., and ALLSTATE
17 INDEMNITY CO.,

18 Defendants.

Case No.: 4:15-cv-04788-YGR

**NOTICE OF MOTION, MOTION, AND
MEMORANDUM IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Yvonne Gonzalez Rogers

Date: May 22, 2024

Time: 2:00 p.m.

Place: Courtroom 1, 4th Floor
1301 Clay Street, Oakland, CA 94612

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NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: PLEASE TAKE

NOTICE THAT on May 22, 2024 at 02:00 p.m., or as soon thereafter that the matter may be heard, in the Courtroom of the Honorable Yvonne Gonzalez Rogers, of the United States District Court for the Northern District of California, located in Courtroom 1 on the 4th Floor, 1301 Clay Street, Oakland, CA 94612, Oakland Courthouse, Plaintiff Andrea Stevenson (“Plaintiff”) will and hereby does move, pursuant to Federal Rule of Civil Procedure 23, this Court to:

- (1) Grant this Motion for final approval;
- (2) Finally approve the Settlement Agreement;
- (3) Affirm the certification of the Settlement Class for settlement purposes only;
- (4) Affirm the appointment of Ms. Stevenson as Settlement Class Representative;
- (5) Affirm the appointment of Cyrus Mehri and Jay Angoff of Mehri & Skalet PLLC, Andrea R. Gold of Tycko & Zavareei LLP, and Jeffrey Osterwise of Berger Montague PC;
- (6) Retain jurisdiction over this matter to resolve any issues related to interpretation, administration, implementation, effectuation, and enforcement of the Settlement; and
- (7) Enter Final Judgment dismissing this action with prejudice.

This Motion is based upon this Notice of Motion and Motion, the Memorandum of Points and Authorities in Support set forth below, the declarations submitted by March 4, 2024, the pleadings and papers on file in this Action, and any other such information, evidence, and argument as the Court may consider. Defendants do not oppose this motion.¹

Plaintiff further notes the following per Procedural Guidance for Class Action Settlements (“Guidelines”), Final Approval Guideline 1, Class Members’ Response, for the Settlement Class conditionally certified in the Court’s December 4, 2023 Order Granting Preliminary Approval of Class Action Settlement. *See* Dkt. No. 80.

- a) 65,295 undeliverable Email Notices during Initial Mailed Notice phase;

¹ Plaintiff will submit a proposed Final Approval Order following the expiration of the opt-out and objection period with her Supplemental Statement Re Status of Notice Program, Objections, Opt-Outs on May 15, 2024.

1 Circuit in *Briseño v. Henderson*, 998 F.3d 1014 (9th Cir. 2021). Here, the Parties did not discuss any
2 award of attorneys’ fees during their arm’s-length negotiations with a mediator and there is no “clear
3 sailing” provision on attorneys’ fees. The Settlement Agreement also maximizes redemption by paying
4 Settlement Class Members via policy credit or via check or electronically by default without any claims
5 process and provides that no portion of the settlement fund will revert to Allstate if any remains post-
6 distribution. Prelim. Appr. Guideline 1(g). This Settlement is a superb result for the Settlement Class,
7 considering the hotly contested legal theories that made continued litigation risky, with the chance of no
8 recovery at all.

9 On December 4, 2023, this Court issued its Order Granting Preliminary Approval of Class Action
10 Settlement, finding that the Settlement Agreement “falls within the range of possible approval as fair,
11 adequate, and reasonable, and there is a sufficient basis for notifying the Class and for setting a Fairness
12 [sic] and Final Approval Hearing.” Dkt. No. 80 at 5-6. Since then, the Notice Program has been timely
13 administered as approved. Class Notice was finalized on March 4, 2024. Dkt. No. 80 at 8. Class Members
14 may submit a request for exclusion or an objection up until the postmark deadline of April 9, 2024. *Id.*
15 at 8-9. The Administrator implemented the process approved by this Court to identify or update these
16 Class Members’ addresses. As of the date of this Motion, the Administrator has completed the Notice
17 Program, though will continue to re-mail postcard notices if it receives additional returned mail. In total,
18 the Administrator sent notice to the 1,210,254 Class Members, and 1,197,666 received direct notice
19 across the combined initial and re-sending notice efforts of email and postcards notice. Only 12,588
20 individuals did not receive notice. As of the date of this Motion, only thirty-two exclusions have been
21 received and no objections have been filed.

22 Because the robust Notice Program has received overwhelmingly positive reactions so far and
23 because the proposed Settlement provides for substantial monetary and non-monetary relief—
24 strategically balancing the costs, risks, and delays of continued, protracted litigation in the Department
25 Proceeding and this Action, the Settlement is fair, reasonable, and adequate, and satisfies due process
26 requirements, as articulated in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998) and Fed. R. Civ.
27 P. 23(e)(2). Moreover, the Settlement passes the level of scrutiny required when reviewing settlements
28

1 reached prior to class certification because here there is no evidence of “explicit collusion” nor any of
2 the “more subtle signs that class counsel have allowed pursuit of their own self-interests and that of
3 certain class members to infect the negotiations[.]” set forth in *In re Bluetooth Headset Prods. Liab.*
4 *Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). This Court should approve the Settlement, affirm the
5 conditional certification of the Settlement Class, and enter final judgment.

6 **II. PROCEDURAL BACKGROUND**

7 Plaintiff Andrea Stevenson originally filed this proposed class action on August 21, 2015, in the
8 Superior Court of the State of California, against Allstate Insurance Co. and Allstate Indemnity Co.
9 (together “Allstate” or “Defendants”), asserting six causes of action based on Allstate’s alleged use of
10 price optimization in determining auto insurance premiums for customers in California.

11 After Allstate removed the case to the U.S. District Court for the Northern District of California
12 pursuant to the Class Action Fairness Act, this Court, on March 17, 2016, dismissed Plaintiff’s claim
13 under Section 1861.10(a) of the California Insurance Code and stayed the five remaining claims pursuant
14 to the primary jurisdiction doctrine, pending action by the Insurance Commissioner of the State of
15 California (the “Commissioner”), concerning “whether Plaintiff in fact challenges approved rates within
16 the DOI’s exclusive jurisdiction.” Dkt. No. 43 at 12.

17 Following an initial inquiry by the California Department of Insurance (“CDI” or “Department”),
18 on April 27, 2018, the Commissioner issued a Notice of Hearing for the purpose of determining “(1)
19 whether Allstate has violated California insurance law by using illegal price optimization; (2) how
20 Allstate implemented any such illegal price optimization in its rate and/or class plan; and (3) how any
21 such illegal price optimization impacted Allstate’s policyholders.” *In the Matter of the Rating Practices*
22 *of Allstate Insurance Company and Allstate Indemnity Company* (CDI File No. NC-2018-00001)
23 (hereinafter referred to as the “Department Proceeding”). Plaintiff, over Allstate’s objection,
24 successfully moved to participate in the Department Proceeding as an intervenor.

25 Discovery in the Department Proceeding commenced on October 29, 2018. For the next three
26 years Plaintiff, along with CDI and another intervenor Consumer Watchdog (CWD), engaged in
27 extensive discovery with Allstate before the California Administrative Law Judge assigned (CALJ),
28

1 Kristin Rosi. Allstate ultimately produced more than 400,000 pages of documents, which Plaintiff
2 reviewed, analyzed, categorized and marshalled to support her allegations. In addition, Plaintiff deposed
3 eight Allstate witnesses. Following the close of discovery and exchange of expert reports in the
4 Department Proceeding, in January 2022 Plaintiff and Allstate jointly retained Sanford Kingsley, an
5 experienced former California insurance litigator, as a mediator to explore the possibility of settlement.
6 The parties to the Department Proceeding (Plaintiff, Allstate, CDI, and CWD) participated in four
7 mediation sessions and engaged in additional settlement negotiations separate from the mediation
8 sessions. Meanwhile, the Parties completed pre-hearing motions and prepared for the final evidentiary
9 hearing in the Department Proceeding, scheduled to begin December 5, 2022. Late November 2022,
10 Plaintiff and Allstate reached an agreement in principle to resolve the claims raised in this Action. The
11 evidentiary hearing has been subsequently postponed and taken off calendar, as the parties to the
12 Department Proceeding have finalized negotiations related to the resolution of the Department
13 Proceeding and have filed a motion to stay the Department Proceeding. The resolution of the Department
14 Proceeding turns on the ultimate approval of this Settlement.

15 **III. FACTUAL AND LEGAL BACKGROUND**

16 Private passenger auto insurance ratemaking is highly regulated in California. California auto
17 insurers are required to calculate their rates in accordance with a class plan filed with and approved by
18 the Department. Cal. Code Regs. tit. 10, § 2632.11. Section 2632.3(a) defines a class plan as “the
19 schedule of rating factors and discounts, and their order and manner of analysis as required by Section
20 2632.7, in the development of rates and premiums charged for a policy of automobile insurance.” Rating
21 factors are the rating characteristics that an insurer uses—such as driving record, mileage driven, and
22 years licensed—to determine premiums. *Id.* at § 2632.5.

23 The class plan discloses the rating factors the insurer uses and explains how those rating factors
24 are applied to the base rate to produce individual premiums. Cal. Code Regs. Tit. 10, § 2632.11. An
25 insurer may only calculate premiums in accordance with a class plan that is filed with and approved by
26 the Department and may not calculate premiums in any other manner unless and until a new class plan
27 is filed with and approved by the Department. Cal. Code Regs. 2632.7 requires that an insurer perform
28

1 an analysis for each rating factor in a particular order, called a “sequential analysis,” to determine the
2 “relativity” for each gradation or category of each rating factor. The relativity is a number calculated
3 based on the insurer’s loss data that reflects the risk presented by the gradation or category of each
4 factor.³

5 California ratemaking law also mandates that the rating factors have certain weights, meaning
6 that the rating factors must have certain levels of importance in calculating a policyholder’s overall rate.
7 *Id.* at § 2632.8. Under the California ratemaking law, the weights of the factors must align in decreasing
8 order of importance as follows: driving safety record must have the most weight followed by annual
9 miles driven followed by years of driving experience followed by the weight for the optional rating
10 factors. To achieve compliance with the weighting requirements of the California ratemaking law, an
11 insurer may use a process referred to as “pumping and tempering” the rating factor relativities using
12 formulas provided by the Department. This process provides a formula to adjust rating factor relativities
13 for compliance with the weighting requirements.

14 In the class plan Allstate filed in 2011, however, which became effective July 13, 2012 following
15 approval by the Department, and which except for the elimination of gender as a rating factor is still in
16 effect today, Plaintiff alleges that Allstate did not use relativities derived from its sequential analysis to
17 determine premiums for policyholders with certain characteristics, but rather used relativities that
18 exceeded both the relativity based on the loss data in the sequential analysis—i.e., the indicated
19 relativity—and exceeded the relativity Allstate used in its 2011 class plan— i.e., the current relativity.
20 Plaintiff’s theory of liability is that such relativity selections were improper and based, at least in part,
21 on consideration of elasticity of demand— i.e., an individual’s sensitivity to price changes and
22 willingness to pay a higher premium relative to other individuals or classes in setting rates, commonly
23 referred to as “price optimization.” The Commissioner has not adopted elasticity of demand as a rating
24

25 _____
26 ³ California ratemaking law requires that selected relativities for a rating factor must be balanced to a
27 weighted average of 1.0 for multiplicative factors. As a result of the balancing requirements, alterations
28 in the relativities results in no change to the overall rate level. In other words, a class plan filing is rate
neutral. Accordingly, if certain rating factors relativity selections result in higher rates for some classes
of insureds, other classes of insureds necessarily receive lower rates.

1 factor, and thus does not permit insurers to use elasticity of demand to “establish[] or affect[] the rates,
2 premiums, or charges assessed for a policy of automobile insurance.” Cal. Code Regs. § 2632.2(a).

3 The policyholders for whom Plaintiff alleges Allstate used relativities that exceed indicated and
4 current relativities are drivers who have certain types of policies in addition to an auto policy, and those
5 licensed for 29 or more years who have comprehensive coverage, and/or have been licensed for 34 or
6 more years and have collision coverage. As a result of Allstate’s use of relativities that exceeded both
7 indicated and current in calculating premiums for those policyholders, Plaintiff alleges that Allstate
8 charged those policyholders more than it would have charged them based on the risk they presented.
9 Those policyholders are the members of the Settlement Class.

10 Allstate disputes Plaintiff’s theory and the allegation that it did not use the rating factor
11 relativities derived from its sequential analysis. Allstate maintains that it selected rating factor relativities
12 consistent with California law and did not in any way consider elasticity of demand. Allstate, relying on
13 its underlying workpapers, contends that the selection of relativities complied with California law and
14 resulted from the application of the sequential analysis, including the required pumping and tempering,
15 carried out for each rating factor. Allstate asserts that it never used a retention model or any information
16 regarding elasticity of demand in any way in selecting rating factor relativities in its class plan. In
17 addition, Allstate asserts that it did not have information regarding and did not take into account the
18 willingness of any California policyholder or class of policyholders to pay a higher premium in its
19 selection of rating factor relativities. Allstate did not use the alleged “Earnix” method of setting prices,
20 or any other mechanized pricing methodology. Allstate maintains that its rating factor relativity
21 selections were a product of legitimate actuarial considerations that strictly complied with the sequential
22 analysis process and considered the balancing and weighting requirements as required by California law.
23 Allstate maintains that it charged all policyholders its filed and approved rates.

24 **IV. SETTLEMENT TERMS**

25 **A. Proposed Settlement Class**

26 The Settlement Agreement (“SA”) seeks certification of the following Settlement Class, which
27 was previously conditionally certified by this Court on December 4, 2023. Dkt. No. 80 at 5.
28

1 [A]ll current and former Allstate California auto insurance Primary Policy Holders whose
 2 total premiums were calculated, at any time on or after July 1, 2016, based on Allstate's
 3 selection of a rating factor relativity exceeding both the Current and Indicated rating
 4 factor relativities for certain coverages in connection with the Years Licensed and/or
 5 Multipolicy rating factors. Specifically, those Primary Policy Holders include (a) any
 6 Primary Policy Holder whose premiums were determined based on licensure for 29 or
 7 more years and had Comprehensive coverage, (b) any Primary Policy Holder whose
 8 premiums were determined based on licensure of 34 or more years and had Collision
 9 coverage, and (c) any Primary Policy Holder who in addition to their auto policy had a
 10 condo, life, and/or mobile home policy and did not have a renters policy.

11 As set forth below, the Court should confirm its certification of the Settlement Class because, for
 12 the same reasons previously approved, the Settlement Class satisfies requirements under Rule 23(a)-(d)
 13 and Rule 23(b)(3).

14 **B. Settlement Terms and Relief**

15 The core settlement terms preliminarily approved by this Court are as follows:

16 The total monetary consideration to be provided by Allstate pursuant to the Settlement shall be
 17 \$25,000,000, inclusive of the amount paid to Settlement Class Members, any and all attorneys' fees,
 18 costs and expenses awarded to Class Counsel, any Service Award to the Class Representative, all costs
 19 and expenses incurred by the Settlement Administrator and any *cy pres* payment, selection and payment
 20 as detailed in the Joint Declaration of Class Counsel. *See* Joint Decl. at ¶¶ 14-15, 53, 55, 61; Declaration
 21 of Scott Fenwick ("Fenwick Decl."), Exh D. The \$25 million settlement is 18.2% of the \$137.5 million
 22 potential injury to the Settlement Class related to Plaintiff's viable theories of price optimization.⁴ Joint
 23 Decl. ¶ 15.

24
 25 _____
 26 ⁴ Allstate, on the other hand, believes that Plaintiff's calculation of \$137.5 million is overstated and,
 27 among other things, does not account for how changing the relativities for certain coverages would
 28 require Allstate to make changes to other relativities and/or other rating factors. Allstate contends that
 making those required changes would significantly reduce, if not eliminate, any alleged overcharge to
 the Settlement Class.

1 The Class consists of approximately 1,210,254 policyholders;⁵ and all funds will be distributed
 2 *pro rata* to Settlement Class Members. Fenwick Decl. ¶ 5. After deductions of maximum amounts
 3 allowable under the Settlement Agreement for fees, expenses, settlement administration costs and
 4 Service Award, Plaintiff’s counsel estimates that the net compensation to each Class Member will be
 5 \$13.31.⁶ *See* Joint Decl. ¶¶ 14-15, 53, 55, 61. The proposed Settlement does not provide for a recovery
 6 of coupons, does not result in a new loss to any Class Member, and does not treat Class Members
 7 inequitably based upon geographic location or any other factor and is in full compliance with the Class
 8 Action Fairness Act (“CAFA”). 28 U.S.C. § 1711 *et seq.*

9 The proposed Settlement with Allstate prohibits Allstate from using price optimization when
 10 developing auto insurance rates and class plans in California, providing security to Settlement Class
 11 Members and California private passenger auto policyholders generally going forward. Joint Decl. ¶ 18.
 12 Under the terms of the Settlement, Allstate filed a new class plan which does not consider elasticity of
 13 demand. *Id.* ¶ 17. The additional non-monetary relief also requires Allstate, in its new Class Plan and
 14 any subsequent California private passenger Class Plans filed in California for a period of 10 years, to
 15 explain in writing the basis for any relativity selections it makes that are 5% more than the calculated
 16 indicated relativity. *Id.* ¶¶ 17-18.

17 Settlement Class Members do not submit claims or take any affirmative step to receive relief
 18 under the Settlement. Rather, current policy holders will automatically receive policy credit, and former
 19 policyholders will automatically receive check or digital payment. For those receiving a paper check,
 20 the Settlement Administrator will mail it to the address where the Settlement Class Member received
 21 notice. Fenwick Decl. ¶ 6.

22
 23
 24 _____
 25 ⁵ The class size was anticipated to be 1,293,698. Dkt. No. 80 at 3. The Administrator received data files
 26 from the Defense Counsel (the “Class List”) on December 15, 2023 and reformatted and de-duped based
 27 on names and addresses in those files. The class size was narrowed to 1,210,254 unique persons. *See*
 28 Fenwick Decl. ¶ 5.

⁶ The estimated net compensation to each Class Member was initially \$12.40. Dkt. No. 80 at 3. Plaintiff’s
 Counsel updated and this value based final calculations fees, expenses, settlement administration costs
 and Service Award. Fenwick Decl. ¶ 14.

1 If, after the Settlement Administrator has made a reasonable effort to locate intended recipients
 2 of settlement funds whose checks were returned, any amount remains from the Net Settlement Amount,
 3 this amount will be distributed to the Center for Auto Safety, the *cy pres* recipient selected by the Parties
 4 and previously approved by this Court. SA ¶ 100; Dkt. No. 80 at 3.

5 **C. The Release**

6 As consideration for the benefits conferred through the Settlement, the Settlement Agreement
 7 releases Plaintiff's and each Settlement Class Member's claims against Allstate from those that were or
 8 could have been alleged based on the facts pleaded in the Complaint or FAC in this Action. SA ¶ 101.
 9 The release is appropriately tailored, as it is limited to claims arising from Allstate's alleged use of price
 10 optimization in California. *Id*; Prelim. Appr. Guideline 1(b). The release does not apply to any Class
 11 Member who requests by mail to be excluded from the Settlement Class by April 9, 2024. *See* Dkt. No.
 12 80 at 8.

13 **D. Attorneys' Fees and Expenses and Service Award**

14 For their efforts, the results they have delivered, and the risks they assumed over the last eight-plus
 15 years, Class Counsel now request: (a) an award of \$7,500,000 in attorneys' fees, or 30% of the common
 16 fund they created, producing a modest lodestar multiplier of approximately 1.2; (b) reimbursement of
 17 \$345,238.33 in necessary litigation expenses they have incurred to prosecute this case; and (c) a Service
 18 Award of \$5,000 for Ms. Stevenson, the Class Representative, for the time and effort she has devoted to
 19 this case, and her perseverance for so many years, with so very little personally to gain. Joint Decl. ¶¶
 20 53, 55, 61. Final Appr. Guidelines 2-3. More details pertaining to attorneys' fees and costs and the value
 21 provided by Ms. Stevenson in support of her award are provided in the Joint Declaration of Proposed
 22 Counsel. Joint Decl. ¶¶ 49-54. These requests are consistent with the terms previously approved by this
 23 Court. SA ¶¶ 103-104; Dkt. No. 80 at 3.

24 **V. LEGAL STANDARD FOR FINAL APPROVAL**

25 To grant final approval of a settlement, "Fed. R. Civ. P. 23(e) requires the district court to
 26 determine whether a proposed settlement is fundamentally fair, adequate, and reasonable." *Hanlon v.*
 27 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (internal citations and quotations omitted). The
 28

1 *Hanlon* court identified the following factors as relevant to assessing a settlement proposal: (1) the
 2 strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation;
 3 (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement;
 4 (5) the extent of discovery completed and the stage of the proceeding; (6) the experience and views of
 5 counsel; (7) the presence of a government participant; and (8) the reaction of class members to the
 6 proposed settlement. *Id.* at 1026 (citation omitted); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361
 7 F.3d 566, 575-76 (9th Cir. 2004) (listing *Hanlon* factors). Settlements that occur before formal class
 8 certification also “require a higher standard of fairness.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454,
 9 458 (9th Cir. 2000). Therefore, when reviewing settlements reached prior to formal class certification,
 10 in addition to evaluating these factors, a court must ensure that “the settlement is ‘not[] the product of
 11 collusion among the negotiating parties.’” *Bluetooth*, 654 F.3d 935 at 947 (quoting *In re Mego*, 213 F.3d
 12 at 458).

13 Moreover, to determine whether the settlement is “adequate,” the Court must “balance the
 14 ‘proposed award of attorney’s fees’ vis-à-vis the ‘relief provided for the class.’” *Briseño*, 998 F.3d at
 15 1023-24 (quoting Fed. R. Civ. P. 23(e)(2)(c)(iii)). To scrutinize attorneys’ fees arrangements and “smoke
 16 out potential collusion[,]” district courts should apply the factors established in *In re Bluetooth Headset*
 17 *Products Liability Litigation*, 654 F.3d 935 (9th Cir. 2011). *Id.* at 1023, 1026. The “red flags” identified
 18 in *Bluetooth* that may lead to a determination that the settlement is inadequate are: “(1) when counsel
 19 receives a disproportionate distribution of the settlement; (2) when the parties negotiate a clear sailing
 20 arrangement, under which the defendant agrees not to challenge a request for an agreed-upon attorney’s
 21 fee; and (3) when the agreement contains a kicker or reverter clause that returns unawarded fees to the
 22 defendant, rather than the class.” *Id.* at 1023 (quoting *Bluetooth*, 654 F.3d at 947) (internal quotation
 23 marks omitted).

24 **VI. THE SETTLEMENT CLASS SHOULD BE FINALLY CERTIFIED AND FINAL**
 25 **APPROVAL SHOULD BE GRANTED**

26 **A. Settlement Class Satisfies Rule 23(a) Prerequisites for Certification**

27 The Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(a). Dkt. No. 80 at 5.
 28

1 The Settlement Class as defined meets Rule 23(a)'s numerosity requirement. The class definition
2 encompasses 1,210,254 Class Members, Fenwick Decl. ¶ 5, which demonstrates that the class is "so
3 numerous that joinder of all members is impractical." Dkt. No. 80 at 5; *see, also, e.g., Celano v. Marriott*
4 *Int'l Inc.*, 242 F.R.D. 544, 549 (N.D. Cal. 2007) (numerosity is generally satisfied when a class has at
5 least 40 members)).

6 Rule 23(a)(2) commonality requires "questions of fact and law which are common to the class,"
7 though all questions of fact and law need not be in common. *Hanlon*, 150 F.3d at 1019. The focus of this
8 Action depends on the common contention that Allstate, in violation of California law, used price
9 optimization to charge the Settlement Class Members' auto insurance premiums calculated from
10 relativities that exceeded the indicated and current relativities. There are at least two common questions
11 in this case: (1) whether Allstate used price optimization in its 2011 class plan; and, if so, (2) whether
12 customers who paid more for their auto insurance due to such price optimization are entitled to
13 restitution.

14 Fed. R. Civ. P. 23(a)(3) typicality requirement is satisfied when the plaintiff shows that "the
15 claims or defenses of the representative parties are typical of the claims or defenses of the class." Here,
16 the Settlement Class Representative's claims are typical of the claims of Class Members because all
17 claims rise from Allstate's alleged use of price optimization in its 2011 class plan.

18 Finally, the adequacy requirement is satisfied where the class representative will "fairly and
19 adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Here, the Settlement Class
20 Representative has no conflicts of interest with the Settlement Class, and she and Class Counsel have
21 vigorously prosecuted this case on behalf of the Settlement Class. *See generally* Joint Decl. ¶¶ 19-54.

22 **B. Settlement Class Satisfies Requirements of Rule 23(b)(2)**

23 The Settlement Class meets the requirements of Fed. R. Civ. P. 23(b)(3) because (1) common
24 questions predominate over any questions affecting only individual members here, and (2) "a class action
25 is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R.
26 Civ. P. 23(b)(3); Dkt. No. 80 at 5. First, the questions in this case can be resolved using the same evidence
27 for all class members and are exactly the kind of predominant common issues that make class
28

1 certification appropriate. *See Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 452 (2016) (“When one
 2 or more of the central issues in the action are common to the class and can be said to predominate, the
 3 action may be considered proper under Rule 23(b)(3).”) (cleaned up). Second, there are over a million
 4 class members with modest individual claims, most of whom likely lack the resources necessary to seek
 5 individual legal redress. Settlement is the most practical outcome for individuals with modest claims to
 6 recover without bearing expenses or other risks of extensive litigation. *See Wolin v. Jaguar Land Rover*
 7 *N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (“Where recovery on an individual basis would be
 8 dwarfed by the cost of litigating on an individual basis, this factor weighs in favor of class certification.”)
 9 (citations omitted).

10 **C. Notice Was Adequately and Properly Administered**

11 The Notice Program reached 98.96% of Settlement Class members, exceeding the 91% the
 12 Notice Program was designed to reach. Fenwick Decl. ¶ 17. This reach rate satisfies other court-
 13 approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a
 14 notice plan that reaches over 70% of targeted class members is considered a high percentage and the
 15 “norm” of a notice campaign. *Id.*; *see also, e.g., Keller v. Elec. Arts, Inc.*, 2015 WL 5005057, *5 (N.D.
 16 Cal. Aug. 18, 2015) (granting final approval and stating notice process with “almost 95%” reach rate
 17 provided “due and adequate notice to the Class”). Accordingly, the Court should find (1) the Notice
 18 Program was reasonably calculated to give actual notice to Settlement Class Members of their rights to
 19 receive benefits from the Settlement or excluded from or object to the Settlement and (2) the Notice
 20 Program satisfied due process requirements and any other applicable requirements under federal law.
 21 *Hanlon*, 150 F.3d at 1024 (citing *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810-13 (1985)).

22 Each facet of the Notice Program was administered timely and properly in accordance with the
 23 plan preliminarily approved by the Court. Dkt. No. 80 at 7-8. In accordance with the Court-approved
 24 Notice Program, Notice was provided to the Settlement Class as Email Notice, Postcard Notice, and
 25 Long Form Notice. Fenwick Decl. ¶¶ 12-13. Each form of notice complied with Northern California’s
 26 Procedural Guidance for Class Action Settlements. Prelim. Appr. Guideline 3; Fenwick Decl. and
 27 exhibits thereto. The Notices also informed Settlement Class Members of all relevant facts: the nature
 28

1 of the claims, the benefits of the Settlement, the release of claims, and the processes requesting exclusion
2 and objecting.

3 The Settlement Administrator launched the Settlement Website on January 24, 2024. Fenwick
4 Decl. ¶¶ 6-7. The Settlement Administrator sent out Email Notice and Postcard Notice (together, the
5 “Initial Mailed Notice”) to Settlement Class Members on January 24, 2024, 373,461 and 836,793,
6 respectively. *Id.* ¶ 12-13. Of the 373,461 Email Notices sent, 65,295 were returned as undeliverable. *Id.*
7 ¶ 13.

8 Prior to sending Postcard Notices to Settlement Class Members who did not receive Email Notice
9 (or whose Email Notice was returned as undeliverable), the Settlement Administrator used the United
10 States Postal Service’s National Change of Address Database to confirm their addresses). *Id.* ¶ 5.

11 On January 24,2024, the Administrator mailed 836,793 Postcard Notices. As of March 4, 2024,
12 45,302 Postcard Notices were returned by USPS as undeliverable as addressed, without a forwarding
13 address. *Id.* ¶¶ 5, 12, 16. The Settlement Administrator has performed reasonable address traces for all
14 Initial Mailed Notices that were returned as undeliverable. This process identified updated addresses for
15 33,210 of those Settlement Class Members. Of those, only 496 have been returned as undeliverable a
16 second time. *Id.* ¶ 16.

17 This Notice Program has already shown to be effective and successful, likely reaching 1,197,666
18 of the 1,210,254 of the individuals to whom Email and Postcard Notice was sent, equates to a reach rate
19 of direct notice of approximately 98.96% of Settlement Class members received individual notice. *Id.* ¶
20 17. As of the date of this Motion, the Administrator has completed the Notice Program, though will
21 continue to re-mail postcard notices if it receives additional returned mail. *Id.* ¶ 16, n.3.

22 In addition, the Settlement Website, with a Long Form Notice and other important filings relating
23 to the Settlement, was launched on January 24, 2024. *Id.* ¶ 6. The Settlement Website allowed Settlement
24 Class members to obtain detailed information about the Action and the Settlement Agreement. As of
25 March 4, 2024, the Settlement Website had approximately 46,779 visitors with 76,341 page views and
26 Kroll has received 1,232 web/email correspondences. Fenwick Decl. ¶6. Notice of final judgment will
27 be available on the Settlement Website. SA ¶ 62.

1 On November 28, 2023, the Settlement Administrator established and maintained an automated
 2 toll-free telephone line for Settlement Class Members to call to listen to answers to frequently asked
 3 questions and to request Long Form Notices be sent via mail. As of March 4, 2024, the toll-free number
 4 has received 17,316 calls, and 4,599 callers have been connected to live operators. Fenwick Decl. ¶ 9.
 5 Additionally, 2,871 Settlement Class Members have contacted the Administrator to request changes to
 6 their payment method. *Id.* ¶ 8.

7 Moreover, timely CAFA Notice of this Court's issuance of Preliminary Approval was provided
 8 to the appropriate federal and state officials as required by the Class Action Fairness Act, 28 U.S.C. §
 9 1711 *et seq.*, and in accordance with its Notice Plan, SA ¶ 75; *see also* Fenwick Decl. ¶ 4.

10 **D. The Settlement Is Fair, Adequate, and Reasonable under Ninth Circuit's Final Approval**
 11 **Factors and Rule 23(e)(2) Requirements**

12 **1. The strength of the plaintiff's case**

13 Class Counsel amassed extensive information to evaluate the strength of Plaintiff's claims. Even
 14 prior to filing Plaintiff's complaint, Class Counsel consulted with insurance industry experts about price
 15 optimization and obtained information from industry sources about the use of price optimization in
 16 automobile insurance pricing. Later, in the Department Proceeding, Class Counsel led discovery on
 17 behalf of the CDI and CWD, including analyzing more than 400,000 pages of documents produced by
 18 Allstate and taking numerous depositions. Class Counsel also consulted with several experts to evaluate
 19 the evidence obtained in discovery, and ultimately obtained and served the expert opinions of Bob
 20 Miccolis, a former president of the Casualty Actuarial Society. Class Counsel also reviewed and
 21 analyzed the expert opinions of the experts proffered by the CDI and CWD, as well as the rebuttal expert
 22 opinions of Allstate's actuarial expert. In preparing for trial, Class Counsel continuously evaluated the
 23 evidence and assessed the strengths of Plaintiff's case. *See generally*, Joint Decl. ¶¶ 27-43.

24 Class Counsel also led mediation and settlement negotiations, during which the Parties continued
 25 to vigilantly assess the strength of their positions, and during which the Parties also exchanged and
 26 presented analysis of how price optimization by Allstate, assuming it occurred, would have impacted
 27 Settlement Class Members. These discussions included the expert actuaries from the Department,
 28

1 Allstate, and CWD. The expert actuaries posed questions to one another, permitting the parties to test
 2 their assumptions and the strength of their arguments. *Id.* ¶ 45. After extensive investigation and
 3 contested litigation, and reviewing the dueling expert reports containing complex actuarial analyses,
 4 Plaintiff’s counsel fully understand the strengths and weaknesses of this case.

5 **2. Risk, expense, complexity, and likely duration of further litigation favor final**
 6 **approval**

7 “[U]nless the settlement is clearly inadequate, its acceptance and approval are preferable to
 8 lengthy and expensive litigation with uncertain results.” *Franco v. Ruiz Food Prod., Inc.*, 2012 WL
 9 5941801, *12 (E.D. Cal. Nov. 27, 2012) (citing *Nat’l Rural Telecommunications Coop. v. DIRECTV,*
 10 *Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)). It is “plainly reasonable for the parties at this stage to agree
 11 that the actual recovery realized, and risks avoided here outweigh the opportunity to pursue potentially
 12 more favorable results through full adjudication.” *Dennis v. Kellogg Co.*, 2013 WL 6055326, at *3 (S.D.
 13 Cal. Nov. 14, 2013) (granting final approval of settlement after “arms-length negotiations by experienced
 14 counsel before a respected mediator, reached after and in light of years of hard fought litigation and
 15 ample discovery into the asserted claims”).

16 The Settlement is fair, adequate, and reasonable given the strengths and risks of Plaintiff’s case.
 17 The Settlement provides immediate and substantial benefits to Class Members. Whereas, had the Parties
 18 not reached this Settlement, the Parties recognize that the outcome of Action would be uncertain, and
 19 that a final resolution through the litigation process would require several more years of protracted,
 20 adversarial litigation, trial and appeals, substantial risk and expense. SA ¶ 18.

21 More specifically, Plaintiff anticipates that Allstate would vigorously defend its position at every
 22 turn in the Department Proceeding and in this Action. Plaintiff faces the following risks if she continued
 23 to litigate: (a) the CALJ assigned to the Department Proceeding could find that Allstate has not engaged
 24 in price optimization; (b) if the CALJ found that Allstate engaged in price optimization, the
 25 Commissioner could nevertheless reject that finding; (c) while Plaintiff believes the Commissioner’s
 26 findings pursuant to the Court’s primary jurisdiction referral are not appealable--since an appeal of that
 27 finding would defeat the purpose of a primary jurisdiction referral—Allstate could nevertheless seek
 28 such an appeal; and (d) were the Commissioner to find that Allstate has price optimized, and were this

1 Court to adopt that finding, Allstate could still seek to have this case dismissed based on *MacKay v.*
 2 *Superior Court*, 188 Cal. App. 4th 1427 (2010), which interprets Insurance Code section 1860.1, as
 3 immunizing private challenges to approved rates and rating factors. Additionally, Allstate would likely
 4 oppose class certification if the case proceeded, and Plaintiff would face obstacles to obtaining class
 5 certification that are typical in any class action, including proving damages and proving her claims on a
 6 class-wide basis at trial, thus delaying any relief for years. If the Court did certify a litigation class,
 7 Plaintiff would need to survive summary judgment and faces risks that come with trial and that Allstate
 8 would appeal an adverse result in this Court to the Court of Appeals.

9 Parties have already been litigating this case for eight years, and if this case continues in
 10 litigation, the Class Members will have to wait even longer before receiving any recovery—if they
 11 recover at all. In Class Counsel’s experience and informed judgment, the benefits of settling outweigh
 12 the risks and uncertainties of continued litigation, as well as the attendant time and expenses associated
 13 with litigation, discovery, and possible appellate review. *Id.* ¶¶ 28, 45-48. Similarly, Allstate agrees to
 14 this Settlement solely in order to eliminate the burdens, distractions, expense, and uncertainty of
 15 protracted litigation to obtain the releases and final judgment contemplated by this Settlement. SA ¶ 18.

16 **3. The risk of maintaining class action status throughout the trial**

17 “[T]he notion that a district court could decertify a class at any time is an inescapable and weighty
 18 risk that weighs in favor of a settlement.” *Moore v. PetSmart, Inc.*, 2015 WL 5439000, *6 (N.D. Cal.
 19 Aug. 4, 2015). Here, the class has not yet been certified, and Allstate will oppose certification if the case
 20 proceeds. Plaintiff “necessarily risk[s] losing class action status.” *Grimm v. Am. Eagle Airlines, Inc.*,
 21 2014 WL 12746376, at *10 (C.D. Cal. Sept. 24, 2014). This settlement eliminates the risk of zero or
 22 significantly delayed recovery if the parties were to continue to litigate.

23 **4. The amount offered in settlement favors final approval**

24 The \$25,000,000 Settlement Amount combined with meaningful non-monetary relief is a fair
 25 and reasonable resolution for the Settlement Class in light of Allstate’s numerous defenses and the
 26 challenging and unpredictable path of litigation Plaintiff would have faced absent a settlement. The Class
 27 consists of 1,210,254 policyholders. The compensation to each Class Member before deduction of any
 28

1 Court-approved attorneys' fees, expenses, settlement administration costs, and the Service Award to
 2 Class Representative Stevenson is \$19.32. The net compensation after deductions will be approximately
 3 \$13.31. Joint Decl. ¶14. The amount offered in settlement further supports final approval, when
 4 compared to relief provided in three comparable cases which involve concerning price optimization of
 5 automobile insurance. Dkt. No. 69 at 13-15. Appx A; Prelim. Appr. Guideline 11.

6 **5. The extent of discovery completed and the stage of the proceeding favors final**
 7 **approval**

8 “Settlements that follow sufficient discovery and genuine arms-length negotiation are presumed
 9 fair.” *In re Wireless Facilities, Inc. Secs. Litig. II*, 253 F.R.D. 607, 610 (S.D. Cal. 2008); *see also*
 10 *Gatchalian v. Atlantic Recovery Sol., LLC*, 2023 WL 8007107, at *8 (N.D. Cal. Nov. 16, 2023) (“The
 11 use of an experienced mediator and presence of discovery supports the conclusion Plaintiffs were armed
 12 with sufficient information to broker a fair settlement.”).

13 The extent of discovery completed and the stage of proceedings favor final approval. As
 14 described herein, Class Counsel led fact and expert discovery and completed expert disclosures in the
 15 Department Proceeding as well as the mediation and settlement negotiations that led to the Settlement.
 16 Joint Decl. ¶¶ 27-47. For eight years, Class Counsel vigorously sought, fought for, and successfully
 17 obtained the key document discovery, and deposed current and former Allstate employees responsible
 18 for developing Allstate’s class plans in California and who possess with other relevant information. *Id.*
 19 ¶ 1, 34. More specifically, during fact discovery in the Department Proceeding, Class Counsel: (a)
 20 analyzed Exhibit 6 of Allstate’s 2011 class plan, which set forth the indicated, current and selected
 21 relativities for each category of each rating factor Allstate uses in calculating premiums; (b) drafted two
 22 sets of requests for production and engaged in numerous meet and confer discussions in connection with
 23 those requests; (c) successfully moved to compel the production of Allstate’s documents, drafting the
 24 motions and briefs and arguing the motions before the CALJ; (d) responded to written discovery
 25 propounded by Allstate; (e) reviewed more than 400,000 pages of documents ultimately produced by
 26 Allstate and (f) prepared to depose and deposed eight Allstate employees. *Id.* ¶¶ 30, 32, 34-35. Class
 27 counsel also retained a qualified expert witness to opine on Allstate’s price optimization and its impact
 28 on Allstate’s customers, successfully defended the expert’s opinions from Allstate’s motion to strike the

1 opinions and moved to strike certain parts of the pre-filed direct testimony submitted by Allstate’s expert
2 witness. *Id.* ¶ 41.

3 At the time the Parties reached an agreement in principle to settle this lawsuit on a class-wide
4 basis, Plaintiff had made significant preparations for the evidentiary hearing, including reviewing and
5 marshalling Allstate’s documents, preparing for Mr. Miccolis’s live testimony, and preparing to cross-
6 examine Allstate’s fact and expert witnesses, which was set to commence in seven days. *Id.* ¶¶ 36-43. In
7 total, Class Counsel spent 6,800 hours on prosecuting and resolving this case. *Id.* ¶ 55.

8 **6. The experience and views of counsel favor final approval**

9 The Ninth Circuit has instructed that “[p]arties represented by competent counsel are better
10 positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in
11 litigation.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009). Accordingly, “[a] district
12 court is ‘entitled to give consideration to the opinion of competent counsel that the settlement [is] fair,
13 reasonable, and adequate.’” *Ching v. Siemens Indus., Inc.*, 2014 WL 2926210, *5 (N.D. Cal. Jun. 27,
14 2014) (quoting *Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996)); *see also Bellinghausen v. Tractor*
15 *Supply Co.*, 306 F.R.D. 245, 257 (N.D. Cal. 2015) (“The trial court is entitled to, and should, rely upon
16 the judgment of experienced counsel for the parties.” (citation omitted)). “Great weight is accorded to
17 the recommendation of counsel, who are most closely acquainted with the facts of the underlying
18 litigation.” *See e.g., Adoma v. Univ. of Phoenix, Inc.*, 913 F. Supp. 2d 964, 977 (E.D. Cal. 2012).

19 Class Counsel’s view is that the terms of this Settlement are in the best interests of the Settlement
20 Class Members and meet the legal standard for final approval requiring a class settlement to be “fair,
21 reasonable, and adequate” for the Settlement Class. Class Counsel are particularly experienced in class
22 action litigation, certification, trial, and settlement of nationwide class action cases, and in litigating
23 cases concerning insurance price optimization. Joint Decl. ¶ 48. Class Counsel’s full endorsement is
24 informed by extensive experience in consumer class action and knowledge of relevant case law regarding
25 California insurance law and class actions as well as the expertise of Class Counsel Jay Angoff as a
26 former state Insurance Commissioner. *Id.* The Parties have been litigating this case for eight years, during
27 which the Parties undertook extensive investigation, including review of dueling expert reports
28

1 containing complex actuarial analyses, and contested litigation, all of which informs their support of the
 2 Settlement. *See e.g., id.* ¶ 19. In Class Counsel’s experience and informed judgment, the benefits of
 3 settling outweigh the risks and uncertainties of continued litigation, as well as the attendant time and
 4 expenses associated with litigation, discovery, and possible appellate review. Their support is entitled to
 5 considerable weight in determining whether to grant final approval.

6 **7. The presence of a government participant**

7 The favorable reaction to the Settlement by a government participant, the CDI, weighs in favor
 8 of final approval of the Settlement. As described herein, the CDI participated in fact and expert discovery
 9 in the Department Proceeding and the mediation and settlement negotiations that led to the Settlement.
 10 *Id.* ¶ 29, 37. As a result of the Settlement, the CDI and Allstate entered into a separate agreement to
 11 dismiss the Department Proceeding, pending approval of the CALJ and, subsequently, the
 12 Commissioner. SA ¶ 16; Joint Decl. ¶ 46. Dismissal of the Department Proceeding is contingent on this
 13 Court granting final approval of the Settlement and the Settlement reaching its effective date. *Id.*

14 **8. The reaction of class members to the proposed settlement favors final approval**

15 The final factor examines class members’ response to the proposed Settlement Agreement. *See*
 16 *Nat’l Rural Telecomms. Coop.*, 221 F.R.D. at 528-529. The factors listed in the Northern District of
 17 California’s Procedural Guidance for Class Action Settlements, last modified August 4, 2022, all support
 18 final approval: (1) information about the number of undeliverable class notices and claim packets, (2)
 19 the number of class members who submitted valid claims, (3) the number of class members who elected
 20 to opt out of the class, (4) the number of class members who objected to or commented on the settlement,
 21 (5) responses to any objections. Final Appr. Guideline 1.

22 Settlement Class Members were clearly advised of the right to object to or opt out of the
 23 Settlement and requirements to do so on the notice they received. Fenwick Decl. Exh. A, C-D. As of the
 24 date of this filing, only thirty-two class members opted out of the Settlement Class and zero individuals
 25 out of the 1,197,666 individuals that received direct notice have objected. Fenwick Decl. ¶ 19.⁷ That

26 _____
 27 ⁷ Putative class members may opt out and object by mailing a request by April 9, 2024, detailed in the
 28 notice they received. Fenwick Decl. ¶ 18. After that date, Plaintiff will submit a supplemental brief to
 include additional information regarding putative class member opt-outs and objections as well as

1 exceedingly low number of opt-outs stands in stark contrast to the 2,871 Settlement Class Members who
 2 have contacted the Settlement Administrator to request that the Administrator change their preferred
 3 method of payment, even though Settlement Class Members do not submit claims or take any affirmative
 4 step to receive relief under the Settlement. *Id.* ¶ 8.

5 These extremely low opt-out and objections percentages “raise[] a strong presumption that the
 6 terms of a proposed class action settlement are favorable to the class members.” *Nat’l Rural Telecomm.*
 7 *Coop. v. DIRECTTV, Inc.* 221 F.R.D. 523, 529 (C.D. Cal. 2004); *see, e.g., In re LinkedIn User Privacy*
 8 *Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (“A low number of opt-outs and objections in comparison
 9 to class size is typically a factor that supports settlement approval.”); *Churchill Vill., L.L.C. v. Gen. Elec.*,
 10 361 F.3d 566, 577 (9th Cir. 2004) (affirming final approval where there were only 45 objections out of
 11 90,000, and only approximately 0.61% of class members either opted out or objected); *Rodriguez v. West*
 12 *Pub. Corp.*, 2007 WL 2827379, at *10 (C.D. Cal. Sept. 10, 2007) (favorable class reaction found where
 13 54 of 376,301 class members objected). Accordingly, “[a] court may properly infer that a class action
 14 settlement is fair, adequate, and reasonable when few class members object to it.” *Knapp v. Art*, 283 F.
 15 Supp. 3d 823, 833-834 (N.D. Cal. 2017). The overwhelmingly positive reaction of the Settlement Class
 16 strongly supports a finding that the Settlement is fair, adequate, and reasonable.

17 **9. The Settlement is not the product of collusion**

18 Generally, heightened scrutiny applies if settlement is achieved prior to certification of a litigated
 19 class. *Bluetooth*, 654 F.3d at 946. But courts have noted that certain factors obviate the concerns that
 20 lead to imposition of a higher standard, such as where the settlement is achieved prior to certification
 21 but after extensive discovery. *See Banks v. Nissan N. Am., Inc.*, 2015 WL 7710297, at *8 (N.D. Cal. Nov.
 22 30, 2015) (“[U]nlike most pre-certification cases, extensive discovery has been conducted in this case,
 23 lessening the concern over informational deficiencies between the parties.”). The Ninth Circuit “put[s]
 24 a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution” in analyzing
 25 whether to approve a class action settlement. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570
 26 (9th Cir. 2019) (quoting *Rodriguez*, 563 F.3d at 965). Amended Rule 23(e) states that approval is proper

27 _____
 28 responses to objections prior to the Fairness and Final Approval Hearing. Final Appr. Guideline 1.

1 upon a finding that the settlement is “fair, reasonable, and adequate” after considering that “the proposal
2 was negotiated at arm’s length,” among other factors. Fed. R. Civ. P. 23(e)(2)(B). Moreover, “[t]he
3 assistance of an experienced mediator in the settlement process confirms that the settlement is
4 noncollusive.” *Adams v. Inter-Con Sec. Sys. Inc.*, 2007 WL 3225466, at *3 (N.D. Cal. Oct. 30, 2007).

5 As described herein, the Parties have had a genuine opportunity to take meaningful discovery
6 and gauge the feasibility, benefits, risks associated with settlement in contrast with continued litigation.
7 The Parties completed fact discovery and expert discovery in the Department Proceeding. Joint Decl. ¶¶
8 27-43. This Settlement is the result of intensive, arms’ length negotiation between experienced attorneys.
9 Before agreeing upon the terms of the Settlement, the Parties participated in four mediation sessions
10 before mediator Sanford Kingsley, jointly selected, who is an experienced mediator and former
11 California insurance litigator. *Id.* ¶ 44. In addition to the mediations, Plaintiff’s counsel also participated
12 in settlement discussions with all parties to the Department Proceeding, with the assistance of Mr.
13 Kingsley, which resulted in an agreement among the four parties on the language of a stipulation that
14 would terminate the Department Proceeding. *Id.* ¶ 46. The Court should conclude this settlement is fair
15 because (1) it is the result of arms’ length negotiations, (2) there has been investigation and discovery
16 sufficient to permit Class Counsel and the Court to act intelligently, and (3) Class Counsel are
17 experienced in similar litigation. *Rodriguez*, 563 F.3d at 965.

18 Furthermore, the Settlement does not include any of the indicia of collusion identified by the
19 Ninth Circuit, including whether (i) plaintiff’s counsel receive a disproportionate distribution of the
20 settlement, (ii) the settlement agreement includes a “clear sailing” provision, or (iii) the agreement
21 contains a reverter clause. *Briseño v. Henderson*, 998 F.3d 1014, 1026-27 (9th Cir. 2021); *Bluetooth*,
22 654 F.3d at 946-47. Here, Class Counsel seek an award of 30% of the common fund, which amounts to
23 a 1.2 lodestar multiplier, which is smaller than average. Joint Decl. ¶ 55. There is no clear sailing
24 agreement because any fees awarded will be paid from the common fund, not separately from Allstate.
25 *See In re Lithium Ion Batteries Antitrust Litig.*, No. 13-MD-02420 YGR (DMR), 2020 WL 7264559, at
26 *15 (N.D. Cal. Dec. 10, 2020), *aff’d*, No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022)
27 (finding that a clear sailing agreement “provides for the payment of attorneys’ fees separate and apart
28

1 from class funds.”). And there is no reversionary component: all funds will be distributed *pro rata* to
 2 Settlement Class Members. Joint Decl. ¶ 14.

3 **10. The Settlement satisfies requirements fair, reasonable, and adequate criteria of**
 4 **Rule 23(e)**

5 Further, amended Rule 23(e)(2) states that approval is proper upon a finding that the settlement
 6 is “fair, reasonable, and adequate” after considering whether:

- 7 (A) the class representatives and class counsel have adequately represented the class;
 8 (B) the proposal was negotiated at arm’s length;
 9 (C) the relief provided for the class is adequate, taking into account:
 10 (i) the costs, risks, and delay of trial and appeal;
 11 (ii) the effectiveness of any proposed method of distributing relief to the class,
 12 including the method of processing class-member claims;
 13 (iii) the terms of any proposed award of attorney’s fees, including timing of payment;
 14 and
 15 (iv) any agreement required to be identified under Rule 23(e)(3); and
 16 (D) the proposal treats class members equitably relative to each other.

17 Fed. R. Civ. P. 23(e).

18 Each of these factors and considerations strongly weighs in favor of finally approving the
 19 Settlement. Factors 23(e)(2)(a)-(c) have been addressed herein, and Plaintiff’s motion for attorneys’ fees
 20 and expenses provides further details concerning payments. 23(e)(2)(D) is also satisfied because the Net
 21 Settlement Amount will be equally distributed among all Settlement Class Members. SA ¶ 36; Prelim.
 22 Appr. Guideline 1(e). This *pro rata* allocation is fair and reasonable because it “treats class members
 23 equitably relative to each other” by providing equal relief to all Class Members. Fed. R. Civ. P.
 24 23(e)(2)(D); *see also In re Facebook Biometric Info. Privacy Litig.*, 522 F.Supp.3d 617, 629 (N.D. Cal.
 25 2021) (distribution that would provide “pro rata” share of common fund treated class members equitably
 26 to one another and “weigh[ed] in favor of final approval”); *McCabe v. Six Continents Hotels, Inc.*, No.
 27 12-CV-04818 NC, 2016 WL 491332 (N.D. Cal. Feb. 8, 2016) (granting final approval for a settlement
 28 providing equal payments to each claimant). Allstate believes that allocating the Net Settlement Fund

1 based on another metric would exponentially increase the cost and burden of settlement administration.
2 Plaintiffs considered other allocation alternatives and concluded that other approaches were impractical.

3 **VII. CONCLUSION**

4 For the foregoing reasons, Plaintiff requests that the Court (1) grant this Motion, finally approve
5 the proposed Settlement, (2) affirm the conditional certification of the Settlement Class for settlement
6 purposes, (3) affirm Ms. Stevenson's appointment as Settlement Class Representative, (4) affirm the
7 appointment of Cyrus Mehri, Jay Angoff, Andrea R. Gold, and Jeffrey Osterwise as Class Counsel, (5)
8 retain jurisdiction over this matter to resolve issues related to interpretation, administration,
9 implementation, and enforcement of the Settlement, and (6) enter final judgement dismissing this Action.
10 By the separate motion filed on March 4, 2024, Plaintiff also requests that the Court grant a 30% percent
11 of the Common Fund, or \$7,500,000, reimbursement of reasonable litigation expenses in the amount of
12 \$345,238.33, and Service Award of \$5,000 to Ms. Stevenson, the Class Representative.

13 Respectfully submitted this 4th day of March, 2024.

14 GOLDSTEIN, BORGEN, DARDARIAN & HO

15 /s/ David Borgen

16 David Borgen (SBN 99354)

17 dborgen@gbdhlegal.com

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19 155 Grand Avenue, Suite 900

20 Oakland, CA 94612

21 Tel: (510) 763-9800

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23 Cyrus Mehri (D.C. Bar 420970)

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25 2000 K Street, NW, Suite 325

26 Washington, DC 20006

27 Tel: (202) 822-5100

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BERGER MONTAGUE PC
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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANDREA STEVENSON,
Plaintiff.

v.

ALLSTATE INSURANCE CO., et al.,
Defendants.

CASE NO.: 4:15-cv-04788-YGR

**DECLARATION OF
SCOTT M. FENWICK OF KROLL
SETTLEMENT ADMINISTRATION LLC
IN CONNECTION WITH FINAL
APPROVAL OF SETTLEMENT**

1 I, Scott M. Fenwick, declare as follows:

2 **INTRODUCTION**

3 1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the
4 Settlement Administrator appointed in the above-captioned case, whose principal office is located
5 at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age
6 and am authorized to make this declaration on behalf of Kroll and myself. The following
7 statements are based on my personal knowledge and information provided by other experienced
8 Kroll employees working under my general supervision. This declaration is being filed in
9 connection with Final Approval of the Settlement.

10 2. Kroll has extensive experience in class action matters, having provided services in
11 class action settlements involving antitrust, securities fraud, labor and employment, consumer, and
12 government enforcement matters. Kroll has provided notification and/or claims administration
13 services in more than 3,000 cases.

14 **BACKGROUND**

15 3. Kroll was appointed as the Settlement Administrator to provide Notice and
16 Settlement administration services in connection with that certain Settlement Agreement and
17 Release (the “Settlement Agreement”) entered into in this Action. Kroll’s duties in connection with
18 the Settlement have and will include: (a) preparing and sending notices in connection with the
19 Class Action Fairness Act; (b) receiving and analyzing the Settlement Class Member contact list
20 from Defense Counsel; (c) creating a Settlement Website with an online option for Past Primary
21 Policy Holders to select to be paid electronically; (d) establishing a toll-free telephone number;
22 (e) establishing a post office box for the receipt of mail; (f) preparing and sending the Postcard
23 Notice via first-class mail; (g) preparing and sending Email Notice; (h) establishing an email
24 address to receive Settlement Class Member inquiries; (i) receiving and processing mail from the
25 United States Postal Service (“USPS”) with forwarding addresses; (j) receiving and processing
26 undeliverable mail, without a forwarding address, from the USPS; (k) receiving and processing

27 _____
28 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

1 exclusion requests and objections; and (l) such other tasks as counsel for the Parties or the Court
2 request Kroll to perform.

3 **NOTICE PROGRAM**

4 **The CAFA Mailing**

5 4. As noted above, on behalf of the Defendants, Kroll provided notice of the proposed
6 Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (“the CAFA Notice”).
7 At Defense Counsel’s direction, on November 13, 2023, Kroll sent the CAFA Notice, a true and
8 correct copy of which is attached hereto as **Exhibit A**, via first-class certified mail, to (a) the
9 Attorney General of the United States, (b) the fifty-five (55) state and territorial Attorneys General
10 identified in the service list for the CAFA Notice, attached hereto as **Exhibit B**, and (c) via email
11 to the Nevada Attorney General.² The CAFA Notice directed the Attorneys General to the website
12 www.CAFANotice.com, a site that contains all the documents relating to the Settlement referenced
13 in the CAFA Notice.

14 **Data and Case Setup**

15 5. On December 15, 2023, Kroll received two (2) data files from Defense Counsel
16 (the “Class List”). The files collectively contained a total of 1,293,698 records. Each record
17 contained fields for a Policy Number/Unique Identifier, First Name, Last Name, Address 1,
18 Address 2, City, State, Zip, Email, and Current/Former Identifier for Settlement Class Members.
19 Kroll undertook several steps to reconcile the two (2) files and compile the eventual Class List for
20 the email and mailing of Notices. The Class List was reformatted and de-duped based on names
21 and addresses. After this review, Kroll identified 1,210,254 unique persons on the Class List. The
22 Class List contained 373,461 Settlement Class Members with an email address who agreed to
23 accept their Policy statement and/or information by email. Additionally, in an effort to ensure that
24 Postcard Notices would be deliverable to Settlement Class Members, Kroll ran the Class List
25 through the USPS’s National Change of Address (“NCOA”) database and updated the Class List
26 with address changes received from the NCOA.

27 _____
28 ² The Nevada Attorney General’s office requested that all future CAFA Notices be delivered via email.

1 6. On July 5, 2023, Kroll created a dedicated Settlement Website entitled
2 www.AllstateCaliforniaAutoRatingSettlement.com. The Settlement Website “went live” on
3 January 24, 2024, and contains a summary of the Settlement, allows Settlement Class Members to
4 contact the Settlement Administrator with any questions or change of address, provides notice of
5 important dates, such as the Final Approval Hearing, objection deadline, and opt-out deadline, and
6 provides Past Primary Policy Holder Settlement Class Members the opportunity to select an
7 electronic payment method, including Venmo, Zelle, PayPal, e-Mastercard, ACH, as an alternative
8 to the default payment by check. As of March 4, 2024, the Settlement Website had approximately
9 46,779 website visitors with 76,341 page views and Kroll has received 1,232 web/email
10 correspondences.

11 7. The Settlement Website also contains hyperlinked access to relevant case
12 documents related to the Settlement, including the Settlement Agreement, the Long Form Notice
13 in English and Spanish, the Preliminary Approval Order, and the First Amended Complaint.
14 Lastly, the Settlement Website contains the Kroll privacy policy, including a section on California
15 Privacy Notice and Policy for compliance with the California Consumer Privacy Act and the
16 California Privacy Rights Act.

17 8. As of March 4, 2024, Kroll has received 2,871 requests for payment method
18 changes for Past Primary Policy Holders and two (2) requests for payment method changes for
19 Remaining Current Primary Policy Holders through the Settlement Website

20 9. On November 28, 2023, Kroll established a toll-free telephone number, (833) 383-
21 4978, for Settlement Class Members to call and obtain additional information regarding the
22 Settlement through an Interactive Voice Response (“IVR”) system and/or by being connected to a
23 live operator. As of March 4, 2024, the IVR system has received 17,316 calls, and 4,599 callers
24 have been connected to live operators.

25 10. On November 22, 2023, Kroll designated a post office box with the mailing address
26 *Stevenson v. Allstate*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY
27 10150-5391 in order to receive requests for exclusion, and correspondence from Settlement Class
28 Members.

1 11. On July 5, 2023, Kroll established an email address,
2 info@AllstateCaliforniaAutoRatingSettlement.com, to receive and reply to email inquiries from
3 Settlement Class Members pertaining to the Settlement.

4 **The Notice Program**

5 12. On January 24, 2024, Kroll caused 836,793 Postcard Notices to be mailed via first-
6 class mail to Settlement Class Members for whom Defendants do not maintain email addresses,
7 and who have agreed to accept their Policy statements and/or information by regular mail. A true
8 and correct copy the Postcard Notice is attached hereto as **Exhibits C**.

9 13. On January 24, 2024, Kroll caused the Email Notice to be sent to the 373,461 email
10 addresses on file for Settlement Class Members who agreed to accept their Policy statement and/or
11 information by email. A true and correct copy of a complete exemplar Email Notice (including the
12 subject line) is attached hereto as **Exhibit D**. Of the 373,461 emails attempted for delivery, 65,295
13 emails were rejected/bounced back as undeliverable.

14 14. On February 16, 2024, Kroll caused 65,295 Postcard Notices to be mailed to
15 Settlement Class Members whose Email Notice was rejected/bounced back as undeliverable.

16 **NOTICE PROGRAM REACH**

17 15. As of March 4, 2024, 3,382 Postcard Notices were returned by the USPS with a
18 forwarding address. Of those, 3,272 Postcard Notices were automatically re-mailed to the updated
19 addresses provided by the USPS. The remaining 110 Postcard Notices were re-mailed by Kroll to
20 the updated address provided by the USPS.

21 16. As of March 4, 2024, 45,302 Postcard Notices were returned by the USPS as
22 undeliverable as addressed, without a forwarding address. Kroll ran 40,196 undeliverable records
23 through an advanced address search.³ The advanced address search produced 33,210 updated
24 addresses. Kroll has re-mailed Postcard Notices to the 33,210 updated addresses obtained from the
25

26 _____
27 ³ The remaining 5,106 undeliverable Postcard Notices received to date were received after the
28 advanced address search was run and therefore those records were not included in the search. Kroll
is continuing to process and respond to Postcard Notices returned by the USPS as undeliverable
and will continue to process and respond to all remailings up to the Final Approval Hearing.

1 advanced address search. Of the 33,210 re-mailed Postcard Notices, 496 have been returned as
2 undeliverable a second time.

3 17. Based on the foregoing, following all Postcard Notice re-mailings, Kroll has reason
4 to believe that Postcard Notices and Email Notices likely reached 1,197,666 of the 1,210,254
5 persons to whom Notice was mailed or emailed, which equates to a reach rate of the direct notice
6 of approximately 98.96%. This reach rate is consistent with other court-approved, best-practicable
7 notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches⁴
8 over 70% of targeted class members is considered a high percentage and the “norm” of a notice
9 campaign.⁵

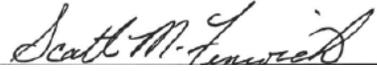
10 EXCLUSIONS AND OBJECTIONS

11 18. The last day to submit opt-outs and objections is April 9, 2024.

12 19. Kroll has received thirty-two (32) timely exclusion requests from the Settlement. A
13 list of the exclusions received is attached hereto as **Exhibit E**. No objections have been received
14 to date.

15 CERTIFICATION

16 I declare under penalty of perjury under the laws of the United States that the above is true
17 and correct to the best of my knowledge and that this declaration was executed on March 4, 2024,
18 in Inver Grove Heights, Minnesota.

19
20 
21 SCOTT M. FENWICK

22
23
24
25 _____
26 ⁴ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language*
27 *Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide
28 suggests that the minimum threshold for adequate notice is 70%.

⁵ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

Exhibit A



VIA U.S. MAIL

Date: November 13, 2023

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715
(see attached service list)

Re: CAFA Notice for the proposed Settlement in *Stevenson v. Allstate Insurance Co.*,
Case No. 4:15-cv-04788-YGR, pending in the United States District Court for the
Northern District of California

Pursuant to Section 3 of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendants Allstate Insurance Company and Allstate Indemnity Company (collectively, “Defendants” or “Allstate”) hereby notify you of the proposed settlement of the above-captioned action (the “Action”), currently pending in the United States District Court for the Northern District of California (the “Court”).

Eight items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below, and all exhibits are available for download at www.CAFANotice.com under the folder entitled *Stevenson v. Allstate Insurance Co.*:

1. 28 U.S.C. § 1715(b)(1) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

The First Amended Complaint is available as **Exhibit A**.

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

On October 2, 2023, Plaintiff filed a Motion for Preliminary Approval of the class action Settlement and the date of the Preliminary Approval hearing is set for November 14, 2023. The Court has not yet scheduled the Final Approval Hearing for this matter. The proposed Preliminary Approval Order is available as **Exhibit B**.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

Copies of the proposed Email Notice, Postcard Notice and Long Form Notice will be provided to Settlement Class Members and will be available on the Settlement Website created for the administration of this matter. These are available as **Exhibits C, D, and E**, respectively. The Mailed Notices describe, among other

things, the Settlement Class Members' rights to object or exclude themselves from the Settlement Class.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

The Settlement Agreement and Release is available as **Exhibit F**.

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.

There are no other settlements or other agreements between Class Counsel and Defense Counsel beyond what is set forth in the Settlement Agreement.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no such document is presently available.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The definition of the Settlement Class in the proposed Settlement Agreement means:

All current and former Allstate California auto insurance Primary Policy Holders whose total premiums were calculated, at any time on or after July 1, 2016, based on Allstate's selection of a rating factor relativity exceeding both the Current and Indicated rating factor relativities for certain coverages in connection with the Years Licensed and/or Multipolicy rating factors. Specifically, those Primary Policy Holders include (a) any Primary Policy Holder whose premiums were determined based on licensure for 29 or more years and had Comprehensive coverage, (b) any Primary Policy Holder whose premiums were determined based on licensure of 34 or more years and had Collision coverage, and (c) any Primary Policy Holder who in addition to their auto policy had a condo, life, and/or mobile home policy and did not have a renters policy.

The complete list and counts by state of Settlement Class Members is not known. We estimate that the majority of the Settlement Class resides in California.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

There has been no written judicial opinion.

If you have any questions about this notice, the Action, or the materials available for download at www.CAFANotice.com under the folder entitled *Stevenson v. Allstate Insurance Co.*, please contact the undersigned below.

Respectfully submitted,

Drew Perry
Senior Manager
Drew.Perry@kroll.com

Exhibit B

CAFA NOTICE SERVICE LIST

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Missouri Attorney General

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Tennessee Attorney General

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Nashville, TN 37243

Texas Attorney General

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Austin, TX 78711

U.S. Virgin Islands Attorney General

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St. Thomas, Virgin Islands 00802

Page 7 of 7

Utah Attorney General

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Salt Lake City, UT 84114

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Bob Ferguson
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Olympia, WA 98504

West Virginia Attorney General

Patrick Morrissey
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Charleston, WV 25305

Wisconsin Attorney General

Josh Kaul
Wisconsin Department of Justice State
Capitol, Room 114 East
P.O. Box 7857
Madison, WI 53707

Wyoming Attorney General

Bridget Hill
State Capitol Bldg.
109 State Capitol
Cheyenne, WY 82002

California Insurance Commissioner

Commissioner Lara
1901 Harrison Street, 6th Floor
Oakland, CA 94162

Exhibit C

Stevenson v. Allstate
Case 4:15-cv-04788-YGR
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Document 81-1 Filed 03/04/24 Page 17 of 24

FIRST CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

QR CODE
GOES
HERE

You May Be Eligible for a Payment from a Class Action Settlement as an Allstate Auto Insurance Policyholder in California at any time between July 1, 2016, and September 30, 2022.

*Para una notificación en español, visitar
www.AllstateCaliforniaAutoRatingSettlement.com.*

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

A \$25,000,000 Settlement has been reached in a class action lawsuit alleging that Allstate Insurance Company and Allstate Indemnity Company (collectively, "Allstate") violated California law by using price optimization when pricing its automobile insurance in California (the "Action"). Allstate denies the allegations and denies that it did anything wrong. The Court has not decided who is right. Those included in the Settlement Class have legal rights and options, such as receiving Settlement Class Member Payments or excluding themselves from or objecting to the Settlement.

WHO IS INCLUDED? Allstate's records indicate that you are a Settlement Class Member. For information on the definition of the Settlement Class and more detailed information regarding the Settlement, please visit www.AllstateCaliforniaAutoRatingSettlement.com.

If you believe that you are in the Settlement Class, but have not received Notice of the Settlement, you may call the toll free number, 1-(833)-383-4978, write the Settlement Administrator at *Stevenson v. Allstate, c/o Kroll Settlement Administration LLC*, PO Box 225391, New York, NY 10150-5391 or send an e-mail to info@AllstateCaliforniaAutoRatingSettlement.com

SETTLEMENT BENEFITS. Allstate will pay \$25 million to make payments (via check, digital payment, or Policy credit) from the Net Settlement Amount to eligible Settlement Class Members as well as to pay Class Counsel's attorneys' fees (up to \$7,500,000), costs and expenses (up to \$400,000), Settlement Administration Costs (up to \$1,057,030), and a Service Award (up to \$5,000). After these fees and costs are deducted from the Settlement Amount, the Net Settlement Amount (approximately \$16,037,970) will be paid to Settlement Class Members with an equal payment amount of approximately \$12.40. If the Settlement is approved, payments will automatically be made to Settlement Class Members. You do not need to do anything to receive a Settlement Class Member Payment. However, if you are a former Allstate customer (or choose not to renew your Policy) you may elect to receive a digital payment, instead of a check, online at www.AllstateCaliforniaAutoRatingSettlement.com or by scanning the QR code included on the front side of this Postcard Notice.

The Settlement also includes additional non-monetary relief which constrains Allstate's ability to implement price optimization measures in California.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by **April 9, 2024**, and the Court will exclude you from the Settlement. If you do not timely exclude yourself, you will release any claims you have and will not be able to sue Allstate for any claim relating to the Action. Settlement Class Members who do not exclude themselves will be bound by any judgement. If you stay in the Settlement, you may object to it by **April 9, 2024**. The Long Form Notice is available on the Settlement Website or by calling the toll-free number below and includes information on how to exclude yourself or object. The Court will hold a Final Approval Hearing on **May 22, 2024**, to consider whether to approve the Settlement, an application by Class Counsel for attorneys' fees of up to 30% of the Settlement Amount plus Class Counsel's costs and expenses and a Service Award to the Class Representative in the amount of \$5,000. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

For more information regarding the Settlement, call the toll-free number or visit the Settlement website.

Exhibit D

From: Kroll Settlement Administration

To:

Stevenson v. Allstate Insurance Co., et al. – Settlement Notice

Class Member ID: <<Refnum>>

You May Be Eligible for a Payment from a Class Action Settlement as an Allstate Auto Insurance Policyholder in California at any time between July 1, 2016, and September 30, 2022.

*Para una notificación en español, visitar
www.AllstateCaliforniaAutoRatingSettlement.com.*

- A **\$25,000,000 Settlement** has been reached in a class action case known as *Stevenson v. Allstate Insurance Co., et al.*, Case No. 4:15-cv-04788-YGR (N.D. Cal.).
- If the Settlement is approved by the Court, you may be entitled to an automatic Settlement Class Member Payment. **Your rights and options under the Settlement—and the deadlines to exercise them—are explained below.** Read this Email Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to be part of any other lawsuit against Allstate about the legal claims in this case. The deadline to exclude yourself is April 9, 2024.
OBJECT	Write to the Court about why you do not like the Settlement. The deadline to object is April 9, 2024.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you received a Notice by email or in the mail about this Settlement, a payment by check or Policy credit will automatically be issued to you if the Settlement is approved.

A \$25,000,000 Settlement has been reached in a class action lawsuit alleging that Allstate Insurance Company and Allstate Indemnity Company (“Allstate”) used price optimization when setting insurance rates, and that this method violated California law

(the “Action”). Allstate denies these allegations and denies that it did anything wrong. The Court has not decided who is right. Settlement Class Members have legal rights and options, such as receiving Settlement Class Member Payments or excluding themselves from or objecting to the Settlement.

WHO IS INCLUDED? Allstate’s records indicate that you are a Settlement Class Member. For information on the definition of the Settlement Class and more detailed information regarding the Settlement, please visit www.AllstateCaliforniaAutoRatingSettlement.com.

SETTLEMENT BENEFITS. Allstate will pay a Settlement Amount of \$25 million to make payments or give Policy credits to eligible Settlement Class Members as well as to pay Class Counsel’s attorneys’ fees, costs, Settlement Administration Costs, and Service Award. The maximum estimated amounts for the deductions from the \$25 million Settlement Amount are as follows: Class Counsel’s attorneys’ fees (**\$7,500,000**), costs (**\$400,000**), Settlement Administration Costs (**\$1,057,030**) and Service Award (**\$5,000**). After these fees and costs are deducted from the Settlement Amount, the Net Settlement Amount (**approximately \$16,037,970**) will be divided by the total number of Settlement Class Members (approximately 1,293,698) to calculate the payment amount for each Settlement Class Member. All Settlement Class Members will receive an equal payment amount (**estimated at \$12.40**). If the Settlement is approved, payments or Policy credits will *automatically* be made to Settlement Class Members. **If you received a Notice by email or mail, you do not need to do anything to receive a payment or Policy credit.** However, if you are a former Allstate customer you may elect to receive a digital payment, instead of a check, online at www.AllstateCaliforniaAutoRatingSettlement.com or by scanning the QR code included below on this Email Notice.

The Settlement also includes additional non-monetary relief which constrains Allstate’s ability to implement price optimization in California.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by the last day of the Opt-Out Period of **April 9, 2024**. If you do not timely exclude yourself, you will release any claims you have and will not be able to sue Allstate for any claim relating to the lawsuit.

If you stay in the Settlement, you may object to the Settlement by **April 9, 2024**.

If you wish to exclude yourself from the Settlement Class, you must send a request for exclusion to the Settlement Administrator including your full name and current address and statement that you wish to exclude yourself from the Settlement Class in *Stevenson v. Allstate Insurance Co., et al.*, Case No. 4:15-cv-04788-YGR (N.D. Cal.).

To be effective you must submit the above information to the following address **postmarked no later than April 9, 2024**:

Stevenson v. Allstate
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

This is a firm deadline for requesting exclusion from the proposed Settlement. You cannot ask to be excluded on the phone, by email, or on the Settlement Website.

The Court will hold a Final Approval Hearing on **May 22, 2024**, to consider whether to approve the Settlement and a request by Class Counsel for attorneys' fees of up to 30% of the Settlement Amount plus Class Counsel's costs and expenses of up to \$400,000, and Service Award to the Class Representative in the amount of \$5,000. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

For more information regarding the Settlement and a copy of the Final Approval Order (once it is available), visit the [Settlement Website](#) or call (833) 383-4978.

QUESTIONS? CALL (833) 383-4978 OR VISIT WWW.ALLSTATECALIFORNIAAUTORATINGSETTLEMENT.COM

[PLACEHOLDER FOR QR CODE]

Exhibit E

Exclusion List

Count	First Initial	Last Name
1	J	Zhao
2	R	Riddle
3	H	Walsh
4	N	Hastings
5	G	Bergstrom
6	J	Corder
7	W	Musgrove
8	C	Roberti
9	S	Sylvester
10	K	Belsky
11	T	Sallwasser
12	L	Gifford
13	N	Medina
14	L	Cong
15	R	Smirnov
16	G	Essey
17	E	Sell
18	T	Dunn
19	P	Timpson
20	T	Gutierrez
21	G	Lang
22	M	Navarro
23	H	Zavalza
24	A	Michelangelo
25	M	Hanley
26	K	Wagner
27	S	Stevens
28	L	Nicolini
29	P	Hocking
30	H	Willett
31	S	Bryson
32	J	Franzone

1 David Borgen (SBN 99354)
dborgen@gbdhlegal.com
2 GOLDSTEIN, BORGEN, DARDARIAN & HO
155 Grand Avenue, Suite 900
3 Oakland, CA 94612
Tel: (510) 763-9800
4 Fax: (510) 835-1417

5 Cyrus Mehri (D.C. Bar 420970)
MEHRI & SKALET PLLC
6 2000 K Street, NW, Suite 325
Washington, DC 20006
7 Tel: (202) 822-5100

8 Attorneys for Plaintiff
9 *(Additional Counsel listed on Signature Page)*

10
11
12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14

15 ANDREA STEVENSON, individually and
16 on behalf of all others similarly situated,

17 Plaintiffs,

18 v.

19 ALLSTATE INSURANCE CO., AND
20 ALLSTATE INDEMNITY CO.,
Defendants.

No. 4:15-cv-04788-YGR

**JOINT DECLARATION OF
CLASS COUNSEL IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF LITIGATION
EXPENSES, AND SERVICE AWARD**

Judge: Hon. Yvonne Gonzalez Rogers

Date: May 22, 2024

Time: 2:00 p.m.

Place: Courtroom 1, 4th Floor,
1301 Clay Street
Oakland, CA 94612

1 Cyrus Mehri, Jay Angoff, Andrea Gold, and Jeff Osterwise declare as follows:

2 1. We represent Plaintiff Andrea Stevenson (“Plaintiff” or “Class Representative”) and
3 have been appointed Class Counsel in the above-captioned class action. We began investigating
4 this case in 2014 and filed it in August 2015 and have worked on it—both in this Court and in
5 proceedings before the California Department of Insurance (CDI) (the “Department Proceeding”)
6 —for eight-plus years. We have personal knowledge of all matters addressed in this Declaration,
7 including the negotiations that culminated in the proposed Settlement now pending before the
8 Court. A copy of the Settlement Agreement is attached hereto as Exhibit A.

9 2. If the proposed Settlement is approved, over a million policyholders of Allstate
10 subjected to the challenged conduct will receive substantial benefits, both monetary and injunctive.
11 Given the significant amount of effort and resources expended in this multi-year litigation, and the
12 relief obtained, Class Counsel jointly offer this Declaration in support of Plaintiff’s Motion for final
13 approval of the proposed Settlement and for attorneys’ fees, reimbursement of litigation expenses,
14 and a service award for Ms. Stevenson for her contributions and persistence over the last eight-plus
15 years.

16 **I. The Novelty and Complexity of this Case**

17 3. By comparison, for example, to the typical wage-and-hour or fraudulent-statement-
18 or-omission-10b-5 case, the issues in this case were novel, complex, and risky, both on the law and
19 the facts. There was very little, if anything, about this case that was run-of-the-mill or that could be
20 recycled from other cases.

21 **A. Overview of Key Insurance Concepts and Regulations**

22 4. California auto insurers are required to calculate their rates in accordance with a
23 “class plan” that they must file with the CDI. Cal. Code Regs. Sec. 2632.11. Section 2632.3(a)
24 defines a class plan as “the schedule of rating factors and discounts, and their order and manner of
25 analysis as required by Section 2632.7, in the development of rates and premiums charged for a
26 policy of automobile insurance.”

27 5. Rating factors are the rating characteristics the insurer uses—such as driving record,
28 mileage driven, and years licensed—to determine premiums. Based on the insurer’s loss data, the

1 insurer calculates a number, called a “relativity,” for each gradation or category of each rating factor
2 that reflects the risk presented by that gradation or category. The relativity for a category exceeds
3 1.00 if the risk presented by policyholders in that category is greater than average; the relativity is
4 lower than 1.00 if the risk presented by such policyholders is less than average. Individual
5 premiums are determined by multiplying the base rate, which is the same for all policyholders, by
6 the selected relativity.

7 6. California regulations require insurers to perform an analysis for each rating factor
8 in a particular order, called a sequential analysis, and to use the relativities derived from that
9 analysis to calculate individual premiums. This process begins with calculating the relativities
10 supported by the carrier’s loss experience—called the “indicated” relativities—for each gradation
11 or category of each rating factor.

12 7. Section 2632.7 also mandates that rating factors have certain weights, which must
13 align in decreasing order of importance as follows: driving safety record must have the most weight,
14 followed by annual miles driven, followed by years of driving experience, followed by optional
15 rating factors.

16 **B. Plaintiff’s Novel Theory of the Case**

17 8. When this case was filed, Allstate was operating under a class plan it had filed in
18 2011. Plaintiff’s theory is that, in that class plan, Allstate did not use relativities derived from its
19 sequential analysis to determine premiums for class members. Rather, according to Plaintiff’s
20 analysis, Allstate used relativities that exceeded both the relativity based on the loss data in the
21 sequential analysis—i.e., the “indicated” relativity—and the relativity that Allstate had used in its
22 pre-2011 class plan (which Allstate refers to in its 2011 class plan as the “current” relativity).
23 Plaintiff’s theory of liability is that when, in the absence of persuasive actuarial explanation, which
24 Plaintiff contends that Allstate has not provided, an insurer exceeds both “indicated” and “current”
25 relativities for certain drivers, the explanation is that the insurer is basing those relativities, at least
26 in part, on considering of those drivers’ likelihood to retain their coverage in the face of an increase
27 in their premiums, which California law forbids. To
28

1 Class Counsel’s knowledge, this is a novel—but we firmly believe, a correct—theory.

2 9. The policyholders for whom Plaintiff alleges Allstate used relativities that exceed
3 indicated and current relativities are drivers who have certain types of policies in addition to an
4 auto policy, and also drivers licensed for 29 or more years who have comprehensive coverage,
5 and/or have been licensed for 34 or more years and have collision coverage. As a result of Allstate’s
6 use of relativities that exceeded both indicated and current in calculating premiums for those
7 policyholders, Plaintiff alleges that Allstate charged those policyholders more than it would have
8 charged them based on the risk they presented. The members of the Settlement Class are the more
9 than a million policyholders in those groups.

10 **C. Risk**

11 10. This case posed very substantial factual and legal risks.

12 11. Factually, proving price optimization was challenging because the clearest evidence
13 of an insurer’s reliance on price optimization is its use of software, such as Earnix, to alter its
14 relativities based on the elasticity of demand—or another similar program marketed for that
15 purpose. But discovery made clear that Allstate was not using Earnix or any other software program
16 to alter its relativities. And neither did spreadsheets produced in discovery reveal any explicit
17 variable clearly serving that purpose. Instead, Plaintiffs’ evidence of price optimization was
18 circumstantial. Class Counsel argues that Allstate considered elasticity of demand in determining
19 premiums—because for long-term policyholders with comprehensive and/or collision coverage and
20 for multi-line policyholders (i.e., for the members of the Settlement Class), Allstate was using
21 relativities that both: (a) exceeded “indicated” and “current” and (b) were greater than “current”
22 even when the indication was for less than current. Discovery, however, uncovered no documents
23 explicitly stating that Allstate decided to use relativities exceeding both current and indicated based
24 on class members’ price insensitivity. And no Allstate witness admitted that Allstate selected
25 relativities for that reason. As a result, this case posed considerable factual risk: a factfinder might
26 accept or reject the circumstantial evidence of price optimization present here.

27 12. This case also posed serious legal risk. Although Plaintiff believes that the best view
28 of the evidence is that Allstate’s 2011 class plan incorporates price optimization as a basis for the

1 relativities underlying class members’ premiums, Allstate disclosed the relativities it was using in
2 its class plan, the CDI approved that class plan, and under § 1860.1 of the Insurance Code —as
3 interpreted by *MacKay v. Superior Court*, 188 Cal. App. 4th 1427 (2010)—that disclosure and
4 approval may immunize Allstate. Plaintiff believes that the *MacKay* court’s analysis of § 1860.1 is
5 indefensible, since it disregards both the plain meaning of sec. 1860.1 and its legislative history:
6 both the Supreme Court’s analysis of that legislative history in *State Comp. Ins. Fund v. Superior*
7 *Court*, 24 Cal. 4th 930 (2000), and the Court of Appeal’s analysis in *Donabedian v. Mercury Ins.*
8 *Co.*, 116 Cal. App. 4th 968 (2004), make clear that 1860.1 provides immunity only for joint conduct
9 that would otherwise violate the antitrust laws. In addition, recent California Supreme Court
10 decisions, including *Villanueva v. Fid. Nat. Title Co.*, 11 Cal. 5th 104 (2021), have called the
11 reasoning of *MacKay* into question. Further, in response to this Court’s recent solicitation of the
12 Commissioner’s views in another matter, the Commissioner told this court that “as the legislative
13 history confirms, sec. 1860.1 establishes a narrow immunity that only protects certain antitrust
14 activities” *Rejoice! Coffee Co., LLC v. The Hartford Fin. Svcs. Group, Inc.*, Case No. 3:20-
15 cv-06789-EMC (filed Sept. 29, 2020), Insurance Commissioner’s Briefing Pursuant to the Court’s
16 Invitation (Sept. 17, 2021), at 2. Nevertheless, *MacKay* has not been overruled, and this Court has
17 cited it with approval. If the Court were to continue to follow *MacKay*, any recovery by Class
18 members would be barred.

19 13. In the Department Proceeding, Plaintiff has yet to prevail on the key merits questions
20 of whether Allstate engaged in price optimization and, if so, whether and how it impacted
21 consumers.

22 **II. The Settlement’s Substantial and Significant Monetary and Injunctive Relief**

23 14. Subject to approval by the Court, the Settlement Agreement will create a non-
24 reversionary \$25,000,000 common fund. Net of attorneys’ fees, litigation expenses awarded to
25 Class Counsel, any Service Award to the Class Representative, and the expenses incurred by the
26 Settlement Administrator, the Settlement Fund will be distributed pro rata to Settlement Class
27 Members. Any remainder will be distributed to the Center for Auto Safety. Class Counsel estimates
28 that the net compensation to each Class Member will be approximately \$13.30.

1 15. As explained in Plaintiff's preliminary approval papers (ECF 69), the \$25 million
2 Settlement is 18.2% of Class Counsel's estimate of the \$137.5 million injury to the Settlement
3 Class. Allstate, on the other hand, believes that, even assuming liability (which Allstate contests
4 and denies), Plaintiff's estimate of \$137.5 million figure is overstated.

5 16. The non-monetary benefits of the Settlement are very substantial. Class Counsel's
6 work here catalyzed the CDI to give increased attention to alleged price optimization practices in
7 California. This case caused the CDI to launch an investigation of Allstate.

8 17. In response to and as a result of this lawsuit and the Department Proceeding that
9 Class Counsel took a leading role in, producing the Settlement Agreement, which Class Counsel
10 negotiated:

11 (a) Allstate has now filed a new class plan that does not consider an individual's
12 or class's willingness to pay a higher premium. With non-material
13 exceptions, it does not use rating factor relativities for either the multipolicy
14 rating factor or the years-licensed rating factor that exceed both indicated
15 and current. As a result, Class Counsel estimate that Settlement Class
16 members will pay millions of dollars less per year in total, due to Allstate's
using the relativities in its new class plan rather than those it used in its 2011
class plan. Allstate disagrees with this assertion and that its prior rating plan
considered an individual's or class's willingness to pay a higher premium.

17 (b) Allstate has committed that it will explain in writing the basis for any
18 relativity it seeks approval for that exceeds the indicated relativity by more
19 than 5%, enabling the CDI and the public to see Allstate's suggested
justification, a burden not imposed on any other insurer in California; and

20 (c) Allstate has committed not to use price optimization in any form, for at least
21 a decade.

22 18. This non-monetary relief under the Settlement Agreement has substantial value,
23 providing security to Settlement Class Members and California private passenger auto
24 policyholders, generally, going forward and also substantially constraining Allstate's ability to
25 implement any price optimization measures in the future. The fact that Allstate must explain in
26 writing the basis of any relativity selections it makes that exceed the indicated relativity by more
27 than 5% has three major benefits not just for Settlement Class members but for all Allstate
28 policyholders. First, it substantially reduces the likelihood that Allstate would select a relativity

1 exceeding indicated for a particular rating characteristic for a non-actuarially-justified reason—
2 such as the lack of price sensitivity of policyholders with that characteristic—since it knows it will
3 have to explain its selection. Second, it gives the Department the opportunity to make its own
4 decision as to the validity of Allstate’s explanation—and if it does not find Allstate’s explanation
5 to be valid, to discuss with Allstate the possibility of an adjustment to the class plan, and if
6 necessary to disapprove the class plan. And third, it enables the public to see, for the first time,
7 Allstate’s justification for its selections.

8 **III. Class Counsel’s Efforts on Behalf of the Class**

9 **A. Pre-Suit Investigation**

10 19. Class Counsel conducted an extensive, comprehensive pre-suit investigation before
11 filing this case. That investigation included: (1) analyzing Allstate’s relevant class plan, Cal. Code.
12 Regs. tit. 10 § 2632.3(a), and the rate filings Allstate had made with CDI for evidence of Allstate’s
13 use of price optimization; (2) meeting and conferring with regulators and industry representatives
14 at meetings of the National Association of Insurance Commissioners to gather, share, exchange,
15 and refine views about industry participants’ use of (and regulators’ responses to) price
16 optimization and related “adjustments” or deviations from actuarially indicated rates; (3) collecting
17 and scrutinizing materials regarding price optimization – including materials on the topic created
18 by Allstate, trade associations, and by consumer groups; (4) refining and confirming the actuarial
19 bases for challenging price optimization with the assistance of a consulting actuarial expert;
20 (5) reviewing and analyzing the work product of the National Association of Insurance
21 Commissioners’ working group on price optimization; (6) searching for former Allstate employees
22 to discuss Allstate’s use of price optimization; and (7) conducting exhaustive legal research
23 regarding applicable sections of the California Insurance Code, CDI regulations, CDI bulletins,
24 instructions, and guidance, California’s consumer protection statutes, and relevant caselaw.

25 20. Amidst Class Counsel’s ongoing investigation into Allstate’s price optimization
26 practices, on February 18, 2015 the California Department of Insurance issued a bulletin forbidding
27 insurance companies from using price optimization. CDI’s bulletin defined price optimization as
28 “any method of taking into account an individual’s or class’s willingness to pay a higher premium

1 relative to other individuals or classes.” And the CDI’s bulletin required any insurer using a factor
2 or factors based on price optimization in its class plan to file a new class plan, removing any such
3 factors within six months.

4 21. On August 21, 2015, just past CDI’s six-month deadline, Plaintiff Andrea Stevenson
5 filed her class action complaint in the Superior Court of the State of California asserting six causes
6 of action based on Allstate’s continuing use of price optimization notwithstanding CDI’s
7 prohibition of it.

8 22. On November 5, 2015, Allstate removed the case to the U.S. District Court for the
9 Northern District of California under the Class Action Fairness Act. Following removal, Stevenson
10 filed a First Amended Complaint (“FAC”), which is the operative complaint. On November 23,
11 2015, Allstate moved to dismiss the FAC or, in the alternative, to stay the case, pending review by
12 the CDI, in deference to the possibility of the CDI’s “primary” jurisdiction. ECF 28.

13 23. On March 17, 2016, after lengthy briefing and oral argument, ECF 28, 35, 37 & 41,
14 this Court dismissed one of Plaintiff’s six claims (under Section 1861.10(a) of the California
15 Insurance Code). The Court stayed the five remaining claims under the primary jurisdiction
16 doctrine “pending action by the DOI Commissioner.” ECF 43.

17 24. Following the Court’s March 17, 2016 Order (ECF 43), Class Counsel conferred
18 with CDI representatives to encourage the investigation of Plaintiff’s allegations. Class Counsel
19 was successful. On May 3, 2016, CDI informed Allstate that it was undertaking an investigation
20 into whether Allstate was taking into account an individual’s or class’s willingness to pay a higher
21 premium relative to other individuals or classes.

22 25. On April 27, 2018, the Commissioner further escalated the investigation, issuing a
23 Notice of Hearing for the purpose of determining “(1) whether Allstate has violated California
24 insurance law by using illegal price optimization; (2) how Allstate implemented any such illegal
25 price optimization in its rate and/or class plan; and (3) how any such illegal price optimization
26 impacted Allstate’s policyholders.” *In the Matter of the Rating Practices of Allstate Insurance*
27 *Company and Allstate Indemnity Company* (CDI File No. NC-2018-00001) (hereinafter referred to
28

1 as the “Department Proceeding”). The Notice of Hearing announced that the Commissioner’s
2 findings would be conveyed to this Court.

3 26. The Notice of Hearing also noted that Plaintiff could seek to intervene in the
4 Department Proceeding by filing a Petition to Participate. Both Plaintiff and a non-profit
5 organization, Consumer Watchdog, successfully moved, over Allstate’s objections, to participate
6 in the Department Proceeding, which was assigned to Chief Administrative Law Judge (CALJ)
7 Kristin Rosi.

8 **B. Extensive Fact Discovery in the Department Proceeding**

9 27. Class Counsel immediately took responsibility for seeing that the Department
10 Proceeding progressed as quickly as possible given agency constraints, including by drafting and
11 negotiating the initial case management statement, drafting discovery requests to be served on
12 Allstate by Plaintiff and CDI, and participating in drafting and negotiating a protective order to
13 govern materials searched for, located, and exchanged in discovery.

14 28. Discovery was contested, labor-intensive, and extensive. In addition to drafting and
15 serving discovery requests and responses, Class Counsel also engaged with Allstate regarding
16 objections to the scope of discovery and particular requests, meet-and-confer negotiations to
17 attempt to resolve disputes, motions to compel, briefing on motions to compel, and oral argument
18 on motions to compel. In November 2018, the CALJ issued orders granting Plaintiff’s motion to
19 compel. Most relevant to Plaintiff, the CALJ agreed with Plaintiff that Allstate had to produce
20 documents dating back to January 1, 2006 and could not limit its production to only those
21 documents pertaining to its practices in California.

22 29. Thereafter, document production and deposition discovery commenced in earnest.
23 For the next three years, Plaintiff, along with CDI and CWD, engaged in extensive discovery with
24 Allstate before the CALJ. Although after the CALJ granted Plaintiff’s motion to compel Allstate
25 commenced producing documents, Class Counsel still had to undertake additional lengthy and
26 hard-fought meet and confer processes to reach agreement on the scope and protocols for Allstate’s
27 search for electronically stored information.
28

1 30. Allstate ultimately produced more than 400,000 pages of documents, and Class
2 Counsel assumed primary responsibility for obtaining, reviewing, and analyzing all of those
3 documents.¹

4 31. Document review was arduous. Many of the most relevant documents were dense
5 and technical, including dozens of spreadsheets with dozens of tabs containing thousands of entries
6 setting forth indicated relativities, selected relativities, ratings factors, and exposures. As an
7 example, Allstate produced numerous versions, which had to be compared to each other, of an
8 Excel file representing proposed relativity selections for all rating factors in its 2011 class plan.
9 One iteration of the file contains almost 120 individual spreadsheets of data, with formulas that
10 reference not only other sheets in the file, but also other data sets outside the file.

11 32. Throughout the document production and review phase of discovery, Class Counsel
12 also led frequent efforts to identify and address deficiencies in Allstate's document productions.
13 These efforts required numerous written communications and conferences among the parties and
14 with the CALJ, a second set of requests for production of documents from Allstate, and a second
15 motion to compel.

16 33. In December 2019, after extensive preparation, Class Counsel made a two-hour
17 presentation to CDI staff, addressing the methods by which Allstate might be incorporating demand
18 elasticity into its ratings (i.e., using price optimization) and identifying theories of liability and
19 evidence, marshalled to that point, supporting these theories. The presentation was led by Class
20 Counsel Jay Angoff who, before entering private practice, had served as Missouri Insurance
21 Commissioner for six years and as New Jersey's Deputy Commissioner for two. He had also helped
22 draft California's landmark insurance reform legislation, Proposition 103.

23 34. Once Class Counsel had marshalled the evidence from the document productions,
24 the parties commenced depositions. Class Counsel took the lead for questioning each of Allstate's
25 witnesses at their depositions.² In total, Class Counsel deposed eight Allstate employees, on a range

26 ¹ The documents produced by Allstate were hosted on hosted on Class Counsel's document review
27 platform.

28 ² Class counsel also hired and paid for the court reporters and videographers used at all the
depositions in the administrative proceeding.

1 of topics, including Allstate’s automobile pricing practices in California and whether Allstate had
2 preserved and retained relevant documents.

3 35. During fact discovery, Class Counsel uncovered evidence indicating discovery
4 misconduct by Allstate (which Allstate denies). Following extensive meets and confers on the issue,
5 Class Counsel briefed a motion for sanctions before the CALJ and conducted written discovery and
6 depositions related to the issue. The CALJ had not heard argument on the motion for sanctions at
7 the time the Parties entered into the proposed Settlement.

8 **C. Expert Testimony, Daubert-Style Motions, and Trial Preparations**

9 36. Throughout the Department Proceeding, Class Counsel consulted with several
10 insurance experts. Ultimately, Class Counsel retained Casualty Actuarial Society (“CAS”) Fellow
11 and former CAS President Robert Miccolis to offer opinions on Allstate’s use of price optimization
12 and its impact on Allstate’s customers. Class Counsel worked closely with Mr. Miccolis, including
13 ensuring that discovery provided the information he needed.

14 37. Throughout every stage of the Department Proceeding, Class Counsel also conferred
15 regularly with counsel for CDI and an additional Intervenor, Consumer Watchdog (CWD), to share
16 information that Class Counsel was uncovering in discovery, to gain insights from CDI and CWD,
17 to discuss strategies for the investigation, and to prepare for the ultimate evidentiary hearing on the
18 merits.

19 38. In April 2021, at the conclusion of fact discovery, made an extensive presentation
20 to CDI and CWD, distilling the evidence revealed in discovery and shaping the parties’ strategies
21 from that point forward.

22 39. In August 2021, the CALJ set a date for the final evidentiary hearing on the merits
23 in the Department Proceeding, scheduling it to begin on May 10, 2022. Subsequently, that final
24 evidentiary hearing was rescheduled for December 5, 2022.

25 40. In preparation for the final evidentiary hearing, between October and the end of
26 December 2021, Plaintiff, the CDI, CWD, and Allstate each submitted lengthy expert reports (in
27 the form of “pre-filed” direct testimony). Allstate also submitted detailed and lengthy pre-filed
28 testimony of four fact witnesses.

1 41. In March 2022, the parties filed cross-motions in the Department Proceeding to
2 strike all or portions of each expert and fact witness’s pre-filed direct testimony (plus oppositions
3 and replies to those motions). On October 17, 2022, the CALJ substantially denied Allstate’s
4 Motion to Strike Plaintiff’s pre-filed direct testimony, while largely granting Plaintiff’s Motion.

5 42. At the beginning of November 2022, the parties filed a joint statement identifying
6 issues to be tried at the final evidentiary hearing. The CALJ held a pre-hearing conference in mid-
7 November 2022, issued a comprehensive pretrial order, and scheduled a final pre-hearing
8 conference for November 28, 2022.

9 43. With the Department Proceeding headed for a final evidentiary hearing, Class
10 Counsel prepared for that trial—preparing witness and exhibit lists, direct and cross examinations,
11 and conferring with CDI and CWD about strategies for the hearing. On the eve of the final pre-
12 hearing conference (on Sunday Nov. 27, 2022, Thanksgiving weekend, one day before the final
13 pre-hearing conference scheduled for Nov. 28, and just one week before the final evidentiary
14 hearing scheduled for Dec. 2, 2022), the parties reached an agreement in principle. Informed of that
15 agreement in principle, the CALJ vacated the hearing date.

16 **D. Settlement**

17 44. In January 2022, following the close of discovery and exchange of expert reports in
18 the Department Proceeding, Plaintiff and Allstate jointly retained Sanford Kingsley, Esq. as a
19 mediator to explore the possibility of settlement. Mr. Kingsley brought experience and credibility
20 to the process, as an experienced insurance litigator and former outside counsel for Allstate.
21 Between January and September 2022, Mr. Kingsley presided over four full-day mediation
22 sessions, in addition to his discussions with the parties between sessions.

23 45. CDI and CWD participated in the mediation, but Class Counsel took the lead,
24 including preparing a detailed mediation statement and damages analyses. As part of the mediation,
25 Class Counsel and Allstate exchanged and presented analyses of how, assuming it had occurred,
26 price optimization by Allstate would have impacted Settlement Class Members. Actuaries from the
27 Department, Allstate, and CWD also participated, posing questions to one another, as the parties
28 tested their assumptions and the strength of their positions.

1 46. Between the mediation sessions, Plaintiff’s counsel had frequent discussions with
2 Mr. Kingsley, with Allstate counsel Michael O’Day, and with Mr. Kingsley and Mr. O’Day
3 together. Plaintiff’s counsel also had discussions with CWD and CDI, as did Mr. Kingsley and Mr.
4 O’Day. And there were also discussions among all four parties to the Department Proceeding. With
5 four sets of stakeholders (Plaintiff, CDI, CWD and Allstate), negotiations were unusually
6 protracted and challenging and required reaching not only an agreement resolving the claims in this
7 case but also a stipulation to stay and ultimately terminate the Department Proceeding, in which all
8 parties also had stakes and interests. Ultimately, the parties’ agreement resolving the Department
9 Proceeding depends on resolution of this case; the termination of the Department Proceeding is
10 contingent on this Court’s approval of the proposed Settlement.

11 47. In furtherance of the proposed Settlement, Class Counsel has worked with Allstate
12 to commit the full agreement to paper, which required extended negotiations with Allstate over
13 specific terms and language, drafting preliminary approval papers, retaining a Settlement
14 Administrator, devising the Notice Plan and drafting class notice.

15 **IV. The Judgment of Experienced Counsel**

16 48. After extensive investigation and contested litigation, and dueling expert reports
17 containing complex actuarial analyses, Class Counsel fully understand the strengths and
18 weaknesses of this case. Our judgment is informed by our respective firms’ experience bringing
19 consumer class actions, by Class Counsel Jay Angoff’s expertise as a former state Insurance
20 Commissioner, and by our knowledge of California insurance law and class action law and
21 procedure. Biographies of Class Counsel, outlining their experience and accomplishments, are
22 attached to this declaration as Exhibit B.

23 **V. Class Representative Service Award**

24 49. Plaintiff Andrea Stevenson expended considerable time and effort in helping Class
25 Counsel litigate this case for more than eight years. She came forward to do this, and represent the
26 interests of the Class, with very little personally to gain by filing a lawsuit against her insurer,
27 having been continuously insured by Allstate for more than 35 years. Ms. Stevenson reviewed and
28 approved the Complaint and Amended Complaint filed in this action, reviewed and approved the

1 co-counseling agreement establishing the legal team for the class, and attended meetings prior the
2 filing of the Complaint.

3 50. Ms. Stevenson spent more than 25 hours searching her personal archives to locate
4 documentation of her various Allstate insurance policies.

5 51. Ms. Stevenson was diligent in preparing and transmitting necessary documentation
6 to prosecute the claims in this matter and in responding to requests from counsel for additional
7 information and documentation regarding her insurance policies.

8 52. After the Court stayed this matter pursuant to the primary jurisdiction doctrine and
9 the Department Proceeding commenced, Ms. Stevenson remained actively involved in prosecuting
10 of these claims, responding to additional requests for documents and information relevant to the
11 CDI proceedings. She also participated in more than 30 telephone calls regarding the status of the
12 case overall, including calling when her policy was renewing. She also conferred with her attorneys
13 regarding settlement negotiations.

14 53. In light of Ms. Stevenson's commitment of time, effort, and dedication to the
15 interests of absent class members, even in the face of her concern that her auto insurance would be
16 cancelled or her premium would increase because of her involvement in this case, Class Counsel
17 believe it is appropriate under applicable law that she be appointed as Class Representative and be
18 awarded a service award in the amount of \$5,000. If awarded, this award would be paid by Allstate
19 from the Net Settlement Fund.

20 54. At no point was Ms. Stevenson ever promised any such award, nor did she condition
21 her representation, service, or support on the expectation of receiving money. Further, Class
22 Counsel did not promise or guarantee Ms. Stevenson (or any other Settlement Class Member or
23 potential class member) that they would receive such an award.

24 **VI. Attorneys' Fees and Costs**

25 **A. Attorneys' Fees**

26 55. We and our firms have devoted more than 6,800 hours to prosecuting and resolving
27 this case, resulting in a combined lodestar of \$6,134,091.25. The total fees requested—\$7.5
28

1 million—constitute 30% of the \$25 million common fund we have delivered and represent a
2 multiplier of 1.2 times the combined lodestar.

3 56. The Declaration of Richard Pearl, filed concurrently with this Joint Declaration,
4 addresses the reasonableness of the hours, rates, and percentage-of-the-fund fee requested here. Mr.
5 Pearl is the author of *California Attorney Fee Awards* (3d ed. Cal. Cont. Ed. Of the Bar 2010) and
6 its cumulative annual Supplements between 2011 and March 2023. He has also authored *California*
7 *Attorney Fee Awards* (2d ed. Cal. Cont. Ed. Of the Bar 1994) and its 1995 through 2008 Annual
8 Supplements, as well as the 1984 through 1993 annual Supplements to the predecessor treatise,
9 *CEB's California Attorney's Fees Award Practice*. Through his writing and practice, he is very
10 familiar with the attorneys' fees charged by attorneys in California and elsewhere, a familiarity and
11 knowledge that he has in several ways, including by: (1) representing litigants and/or their attorneys
12 in attorneys' fee litigation; (2) serving as a consultant and/or expert in numerous fee matters;
13 (3) discussing fees with other attorneys; (4) reviewing declarations regarding prevailing market
14 rates and other factors filed in my and other attorneys' cases; and (5) reviewing attorneys' fee
15 applications and awards in other cases, as well as surveys and articles on attorneys' fees in the legal
16 newspapers and treatises.

17 57. The hours, rate, and lodestar of each individual biller for whom attorneys' fees are
18 sought are shown in Table 1 below. This table, and the requested fees, omit timekeepers who billed
19 fewer than 25 hours in this case as well as time that has been eliminated in the exercise of billing
20 judgment:
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Table 1

Timekeeper	Position	Firm	Law School Graduation	Laffey Matrix Rate,	Requested Rate	Hours	Lodestar
				www.Laffeymatrix.com /see.html	(GBDH 2023 Rates)		
Jay Angoff	Partner	Mehri & Skalet	1978	\$1,057.00	\$1,075.00	1,995.0	\$2,144,625.00
Cyrus Mehri	Partner / Founder	Mehri & Skalet	1988	\$1,057.00	\$1,075.00	343.8	\$369,585.00
Steve Skalet	Partner / Founder	Mehri & Skalet	1971	\$1,057.00	\$1,075.00	25.6	\$27,520.00
Christine Monahan	Associate	Mehri & Skalet	2016	\$437.00	\$575.00	167.7	\$96,398.75
Aisha Rich	Associate	Mehri & Skalet	2015	\$538.00	\$675.00	360.2	\$243,135.00
Jane Kim	Associate	Mehri & Skalet	2019	\$538.00	\$600.00	79.3	\$47,580.00
Amelia Friedman	Fellow	Mehri & Skalet	2013	\$437.00	\$500.00	25.2	\$12,600.00
Brianna Frye	Paralegal	Mehri & Skalet	N/A	\$239.00	\$325.00	43.5	\$14,137.50
Lee-Ann Foster	Paralegal	Mehri & Skalet	N/A	\$239.00	\$325.00	26.7	\$8,677.50
Mia Gettenberg	Law Clerk	Mehri & Skalet	2021	\$239.00	\$325.00	44.1	\$14,332.50
Hassan Zavareei	Partner / Founder	Tycko & Zavareei	1995	\$1,057.00	\$1,075.00	31.5	\$33,862.50
David Lawler	Partner	Tycko & Zavareei	1997	\$1,057.00	\$1,075.00	224.8	\$241,660.00
Andrea Gold	Partner	Tycko & Zavareei	2004	\$878.00	\$925.00	1,076.3	\$995,577.50
Dia Rasinariu	Associate	Tycko & Zavareei	2016	\$538.00	\$675.00	282.7	\$190,822.50
V Prentice	Associate	Tycko & Zavareei	2015	\$538.00	\$650.00	45.9	\$29,835.00
Sarah Kohlhofer	Associate	Tycko & Zavareei	2013	\$538.00	\$675.00	648.2	\$437,535.00
Em Cooper	Fellow	Tycko & Zavareei	2023	\$437.00	\$500.00	27.8	\$9,000.00
Nicole Porzenheim	Paralegal	Tycko & Zavareei	N/A	\$239.00	\$325.00	65.5	\$21,287.50
James Morrison	Paralegal	Tycko & Zavareei	N/A	\$239.00	\$325.00	32.0	\$10,400.00
Jeff Osterwise	Senior Counsel	Berger Montague	2005	\$878.00	\$925.00	1,095.1	\$1,012,967.50
Peter Kahana	Of Counsel	Berger Montague	1980	\$1,057.00	\$1,075.00	63.0	\$67,725.00
David Borgen	Of Counsel	Goldstein Borgen Dardarian & Ho	1981	\$1,057.00	\$1,075.00	62.0	\$66,650.00
Stuart Kirkpatrick	Paralegal	Goldstein Borgen Dardarian & Ho	N/A	\$239.00	\$325.00	25.1	\$8,157.50
Jacqueline Thompson	Senior Paralegal	Goldstein Borgen Dardarian & Ho	30 years experience	\$239.00	\$395.00	76.0	\$30,020.00
Totals						6,867.0	\$6,134,091.25

58. The lodestar hours shown in Table 1 above can be broken down into categories by the nature of the work performed. Exhibit C presents those breakdowns, separating the hours worked by each timekeeper into the following categories: (1) pre-suit investigation, factual development, client meetings, or correspondence; (2) strategy, case analysis, and discussions among class counsel; (3) pleadings; (4) motions practice, (5) discovery, (6) case management and other court-mandated tasks, (7) expert work, (8) trial preparation, (9) settlement, (10) preliminary approval, (11) class notice, (12) final approval, settlement execution, and (estimated) time spent in settlement administration and distribution of the Common Fund, or (13) travel time. Exhibit C also provides additional descriptions of these categories.

59. In light of the hard-fought litigation described above, and the sophisticated analysis required to develop Plaintiff's claims without direct evidence that Allstate engaged in price optimization, the hours here were necessary and are reasonable. And given the Court's expressed skepticism about Plaintiff's claims—noting, when ruling on Allstate's motion to dismiss, that "the Court finds that Plaintiff's claims are likely barred by Section 1860.1 [of the Insurance Code] and subject to the exclusive jurisdiction of the Commissioner"—Class Counsel had every incentive to

1 limit their billing as much as reasonably possible.

2 60. In addition, to litigate this case, Class Counsel sacrificed opportunities to pursue
 3 other cases potentially presenting higher likelihoods of success and payment. This case carried an
 4 unusually high degree of risk from the outset. The case was based on novel theories with no
 5 roadmap for proving insurance price optimization, was destined to be expensive and time
 6 consuming to litigate given the technical subject matter and likely volume of discovery, and, as the
 7 Court noted, because it was possible Plaintiff's claims could be deemed barred by the Insurance
 8 Code.

9 **B. Litigation Costs and Expenses**

10 61. During the eight-plus years since we filed this case, our law firms have incurred
 11 and advanced \$345,238.33 in necessary litigation expenses for the benefit of the class, in these
 12 categories:

13
 14 **Table 2**

Expense Category	Amount
Copying / Printing	\$4,443.64
Court Fees (Filing Fees, Pro Hac Vice Applications, etc.)	\$3,414.90
Court Reporters / Transcripts	\$16,782.37
Computer Research	\$5,423.77
PACER Fees	\$377.69
Telephone / Fax	\$1,345.96
Postage / Express Delivery / Messenger	\$779.70
Discovery Database Hosting Fees	\$16,714.18
Mediator Fees	\$23,100.00
Expert Fees	\$224,677.50
Travel	\$27,863.62
Miscellaneous / Other	\$315.00
Expected additional expenses through final approval	\$20,000.00
TOTAL:	\$345,238.33

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62. The expenses shown in Table 2 are reflected in the books and records of our Firms that are regularly maintained in the ordinary course of our Firms' businesses and are based on the receipts and other records maintained by our Firms.

We declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct. 28 U.S.C. § 1746.

Dated: March 4, 2024

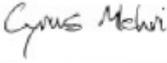
 _____ Cyrus Mehri	 _____ Jay Angoff
 _____ Andrea Gold	 _____ Jeff Osterwise

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is made and entered into this 28th day of July 2023, by and among (1) Plaintiff Andrea Stevenson (“Plaintiff”), individually, and on behalf of the Settlement Class, and (2) Allstate Insurance Company, Allstate Indemnity Company, and Allstate Northbrook Indemnity Company¹ (collectively “Allstate” or “Defendants”), subject to preliminary and final approval as required by the Federal Rules of Civil Procedure. As provided herein, Plaintiff, Class Counsel, and Allstate hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment and achievement of the Effective Date all claims of the Settlement Class against Allstate in the action titled *Stevenson v. Allstate Insurance Co., et al.*, Case No. 4:15-cv-04788-YGR (N.D. Cal.) (“Action”), shall be settled and compromised upon the terms and conditions contained herein.

I. Recitals

1. On August 20, 2015, Plaintiff filed a class action complaint in the Superior Court of California alleging six causes of action pertaining to Allstate’s alleged use of price optimization/elasticity of demand (also referred to by Plaintiff

¹ Although not named as a Defendant in the Action, during the time period covered by the Settlement Allstate Northbrook Indemnity Company issued private passenger auto insurance policies that are covered by the terms of this Settlement and therefore is also a party to this Settlement.

as a method of taking into account an individual's or class's willingness to pay a higher premium relative to other individuals or classes) as a rating factor in violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. ("UCL"), California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq. ("FAL"), the California Insurance Code, and as unjust enrichment.

2. Allstate filed a Notice of Removal to remove the Action to the United States District Court for the Northern District of California on October 16, 2015.

3. Allstate filed a motion to dismiss Plaintiff's Complaint on October 23, 2015.

4. Plaintiff filed a First Amended Complaint on November 5, 2015.

5. On November 23, 2015, Allstate filed a motion to dismiss the First Amended Complaint pursuant to Fed. R. Civ. P 12(b)(6) ("Motion to Dismiss"). On December 11, 2015, Plaintiff filed her memorandum in opposition to Allstate's Motion to Dismiss, and on December 23, 2015, Allstate filed its reply memorandum in support of its Motion to Dismiss. On January 12, 2016, the Court held a hearing to hear the Parties' arguments on Allstate's Motion to Dismiss.

6. On March 17, 2016, the Court granted in part and denied in part Allstate's Motion to Dismiss and stayed the litigation under the primary jurisdiction doctrine. The Court denied Allstate's Motion as to Plaintiff's causes of action under the UCL and FAL and for unjust enrichment. The Court granted Allstate's Motion

as to Plaintiff's cause of action for violation of California Insurance Code Section 1861.10, which the Court dismissed with prejudice. In addition, the Court found that Plaintiff's surviving claims were likely barred by Section 1860.1 of the California Insurance Code and subject to the exclusive jurisdiction of the California Department of Insurance (the "Department") and the California Insurance Commissioner (the "Commissioner"). The Court further determined that the Commissioner was best positioned to determine whether Plaintiff's claims fell within the Commissioner's exclusive jurisdiction and granted Allstate's request to stay the case pending action by the Commissioner pursuant to the primary jurisdiction doctrine.

7. Thereafter, the Department informally investigated whether Allstate was using price optimization or elasticity of demand as a rating factor. Then, both in response to the Court's March 17, 2016 order, and also on his own motion, on April 17, 2018 the Commissioner announced that he would hold a hearing on "whether Allstate has violated California insurance law by using illegal price optimization" titled *In the Matter of the Rating Practices of Allstate Insurance Company and Allstate Indemnity Company* (CDI File No. NC-2018-00001).

8. The Commissioner invited Plaintiff to participate in the Department Proceeding (defined below) and stated that he would convey his findings to the Court.

9. Both Plaintiff and Third-Party Consumer Watchdog (“CWD”) subsequently intervened in the Department Proceeding.

10. The Department Proceeding has continued for almost five years and included significant motion practice and discovery.

11. In summer 2021, following completion of fact discovery, Plaintiff and Allstate agreed to mediate Plaintiff’s claims. Ultimately, the Department and CWD joined the mediation process and Plaintiff, Allstate, the Department, and CWD agreed to a mediation before Sanford Kingsley, a mediator with deep experience mediating and litigating insurance matters.

12. Prior to the mediation, Plaintiff, Allstate, the Department, and CWD served pre-filed direct testimony for fact and expert witnesses that would testify at the evidentiary hearing in the Department Proceeding.

13. On January 26, 2022, Plaintiff, Allstate, the Department, and CWD participated in a full day mediation with Mr. Kingsley. The mediation did not result in a settlement on that date. However, for the next several months, Plaintiff, Allstate, the Department, and CWD continued their discussions and negotiations, with the participation of Mr. Kingsley, through additional mediation sessions, in writing, and over the telephone.

14. While negotiations continued for a resolution of both Plaintiff’s claims and the Department Proceeding, Plaintiff, Allstate, the Department, and CWD

continued to prepare for the evidentiary hearing on the merits in the Department Proceeding, which, after several continuances, was set for December 5, 2022.

15. On November 27, 2022, Plaintiff reported to Chief Administrative Law Judge Kristin Rosi that Plaintiff and Allstate had reached a settlement in principle to resolve Plaintiff's claims against Allstate on a class-wide basis. Thereafter, the evidentiary hearing in the Department Proceeding was continued by stipulation of Plaintiff, Allstate, the Department, and CWD.

16. On May 22, 2023, the Department and Allstate entered into an Agreement (the "Department Agreement") to resolve the Department Proceeding upon Final Approval of the Action without any evidentiary hearing or any noncompliance proceeding or further administrative or regulatory action against Allstate with respect to Allstate's alleged use or application of price optimization. The Department and Allstate agreed to request that the Chief Administrative Law Judge send the Department Agreement to the California Insurance Commissioner for approval and signature. Plaintiff, Allstate, the Department, and CWD also agreed to request that the Chief Administrative Law Judge stay the Department Proceeding pending Final Approval of the Settlement and upon Final Approval to dismiss the Department Proceeding with prejudice pursuant to a Stipulated Motion to Dismiss with Prejudice. The Department Agreement was made without any admission of liability or fault on the part of Allstate and included an express denial by Allstate of

all allegations concerning the use of price optimization in Allstate's rates, ratemaking, rating practices, application of rates, and pricing practices in California. The Department Agreement shall not constitute, or be construed as, an admission that Allstate's rates, ratemaking, rating practices, application of rates, or pricing practices have not been in compliance with California law at any time. Allstate vigorously disputes all claims, arguments, and theories advanced by the Department, Plaintiff, and CWD in the Department Proceeding.

17. As soon as reasonably practicable following the filing of the Motion for Preliminary Approval of this Settlement, Plaintiff, Allstate, the Department, and CWD will file a Stipulated Request for a Stay of the Department Proceeding pending the Settlement of this Action.

18. This Settlement is not an admission by Allstate of any wrongdoing, fault, liability, or damage of any kind. Allstate vigorously disputes the claims alleged in the Action and the Department Proceeding and is entering into this Settlement to avoid burdensome and costly litigation. Allstate denies each and every one of Plaintiff's allegations, Allstate has asserted numerous defenses to Plaintiff's claims, Allstate disclaims any liability whatsoever, and Allstate further denies that this case satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23. Allstate specifically denies that it used any form of price optimization, elasticity of demand, and/or any other prohibited consideration in its

private passenger auto insurance ratemaking and pricing practices in California. Without admitting any of the allegations made in the Action or any liability whatsoever, the Parties recognize that the outcome of this Action is uncertain, and that a final resolution through the litigation process would require several more years of protracted, adversarial litigation, trial and appeals, substantial risk and expense, and the distraction and diversion of Allstate's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims. Allstate is willing to enter into this Settlement solely in order to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation to obtain the releases and final judgment contemplated by this Settlement.

19. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties (definitions below). The Parties intend this Agreement to bind Plaintiff, Allstate, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Plaintiff and Allstate agree, subject to approval by the Court, as follows.

II. CONFIDENTIALITY

20. The Parties must comply with all portions of the Stipulated Protective Order entered on December 6, 2018 in the Department Proceeding.

21. This Settlement Agreement and its terms, including the fact of the proposed Settlement, shall remain completely confidential until all documents are executed, and the Motion for Preliminary Approval is filed with the Court. Pending the filing of that Motion, Class Counsel may disclose this Settlement Agreement and its terms to the Class Representative for purposes of executing this Settlement Agreement. Pending the filing of the Motion for Preliminary Approval, the Class Representative will also maintain the complete confidentiality of this Settlement Agreement and its terms, including the fact of the proposed Settlement. Allstate may, at its sole discretion, disclose the terms of the Settlement Agreement to its auditors and other parties as reasonably necessary. The Parties may also disclose the Settlement Agreement to the CDI, CWD, and Administrative Law Judge in the Department Proceeding if necessary to effectuate the stay or resolution of the Department Proceeding subject to agreement by those persons to be bound by strict confidentiality until the Preliminary Approval papers are filed.

III. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

22. “Action” means *Stevenson v. Allstate Insurance Co., et al.*, Case No. 4:15-cv-04788-YGR (N.D. Cal.).

23. “Allstate” means Allstate Insurance Company, Allstate Indemnity Company, and Allstate Northbrook Indemnity Company.

24. “CAFA Notice” means notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

25. “Class Counsel” means:

MEHRI & SKALET PLLC
Cyrus Mehri, Esq.
Jay Angoff, Esq.
2000 K Street, NW
Suite 325
Washington, DC 20016

TYCKO & ZAVAREEI LLP
Andrea Gold, Esq.
2000 Pennsylvania Avenue, NW
Suite 1010
Washington, DC 20006

BERGER MONTAGUE PC
Jeff Osterwise, Esq.
1818 Market Street, Suite 3600
Philadelphia, PA 19103

26. “Class Period” means the period from July 1, 2016, through September 30, 2022.

27. “Class Representative” and/or “Named Plaintiff” means Andrea Stevenson.

28. “Court” means the United States District Court for the Northern District of California.

29. “Current Primary Policy Holder” means a Settlement Class Member who continues to have his or her Policy as of the Effective Date.

30. “Defense Counsel” means the law firm of DLA Piper LLP (US).

31. “Depository Bank” shall mean Eagle Bank based in Washington D.C. or its successor or another bank acceptable to the parties with the capacity to hold a qualified settlement fund.

32. “Department Proceeding” means the California Department of Insurance administrative investigatory hearing before Chief Administrative Law Judge Kristin L. Rosi assigned California Department of Insurance File No. NC-2018-00001.

33. “Effective Date” means the day following: (A) the entry by the Court of the Final Order and Judgment: (i) affirming certification of the Settlement Class; (ii) finding the Settlement Agreement to be fair, adequate and reasonable; (iii) finding that the Notice to the Class of the Settlement Agreement was fair, adequate and reasonable; (iv) resolving any and all objections to the fairness and reasonableness of the Settlement Agreement, if any; and (B) the expiration of the deadline for seeking appellate review of the Final Order and Judgment if no appeal is sought; or the day following the date all appellate courts with jurisdiction affirm the Final Judgment and Order with no possibility of further appellate review existing.

34. “Final Approval” means the date that the Court enters an order granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Award to the Class Representative.

35. “Final Approval Order” means the final order that the Court enters upon Final Approval that does not affect the financial terms or Releases provided for herein. All Parties will in good faith support and pursue preliminary and final class-wide approval of the material terms of this Agreement. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order includes all such orders.

36. “Net Settlement Amount” means the Settlement Amount, minus Court approved attorneys’ fees, costs and expenses, any notice and administration expenses, and Court-approved Service Award to Plaintiff. The Net Settlement Amount will be allocated to Settlement Class Members such that each Settlement Class Member will receive an equal Settlement Class Member Payment from the Net Settlement Amount.

37. “Non-Remaining Current Primary Policy Holder” means a Settlement Class Member who continues to have his or her Policy as of the Effective Date and who is no longer a Primary Policy Holder as of the Payment Date.

38. “Notice” means the notices that the Parties will ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

39. “Notice Program” means the methods ordered by the Court for giving the Notice and may consist of Email Notice, Postcard Notice, and Long Form Notice (all defined herein below), which shall be substantially in the forms as the Exhibits attached hereto as Exhibits A through C.

40. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first mailed, and that ends 120 days after Preliminary Approval. The deadline for the Opt-Out Period will be specified in the Notice.

41. “Parties” means Plaintiff and Allstate.

42. “Past Primary Policy Holder” means a Settlement Class Member who is not a Primary Policy Holder as of the Effective Date.

43. “Payment Date” means that date occurring after the Effective Date on which Allstate credits the Policy of a Remaining Current Primary Policy Holder, or would credit the Policy of a Non-Remaining Current Primary Policy Holder, if such Policy Holder were a Remaining Current Primary Policy Holder.

44. “Payment Period” means the period beginning on the Effective Date and ending 120 days after the Effective Date.

45. “Plaintiff” means Andrea Stevenson.

46. “Policy” means any private passenger auto insurance policy issued by Allstate in the state of California.

47. “Primary Policy Holder” means each person who has an ownership interest in and financial responsibility for a Policy or Policies during the Class Period. There is one Primary Policy Holder for each Policy issued by Allstate, also known as the first named insured on each Policy issued by Allstate. Other persons insured (i.e., additional named insureds) under a Policy are not Primary Policy Holders. However, pursuant to and consistent with the terms of this Settlement, the Primary Policy Holder of any Policy or Policies wherein any person or vehicle insured had a rate calculated using the rating factors identified in the Settlement Class will be eligible to recover, should all other conditions and provisions set forth herein be met, consistent with the terms of this Settlement even if the Primary Policy Holder himself or herself was not rated using such rating factors.

48. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement.

49. The “Releases” means all of the releases contained in Paragraph 101 hereof.

50. “Released Claims” means all claims to be released as specified in Paragraph 101 hereof.

51. “Released Parties” means those persons released as specified in Paragraph 101 hereof.

52. “Releasing Parties” means Plaintiff and all Settlement Class Members, and each of their respective heirs, assigns, beneficiaries and successors.

53. “Remaining Current Primary Policy Holder” means a Settlement Class Member who continues to have his or her Policy as of the Effective Date and who remains a current Primary Policy Holder as of the Payment Date.

54. “Service Award” means any Court-ordered payment to Plaintiff for serving as Class Representative that is in addition to any payment otherwise due Plaintiff as a Settlement Class Member.

55. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Settlement Agreement.

56. “Settlement Administration Costs” means all costs of the Settlement Administrator regarding notice and settlement administration.

57. “Settlement Administrator” means Kroll Settlement Administration.

58. “Settlement Class” means all current and former Allstate California auto insurance Primary Policy Holders whose total premiums were calculated, at any time on or after July 1, 2016, based on Allstate’s selection of a rating factor relativity exceeding both the Current and Indicated rating factor relativities for certain

coverages in connection with the Years Licensed and/or Multipolicy rating factors. Specifically, those Primary Policy Holders include (a) any Primary Policy Holder whose premiums were determined based on licensure for 29 or more years and had Comprehensive coverage, (b) any Primary Policy Holder whose premiums were determined based on licensure of 34 or more years and had Collision coverage, and (c) any Primary Policy Holder who in addition to their auto policy had a condo, life, and/or mobile home policy and did not have a renters policy. The policy or policies held by such multipolicy Primary Policy Holders (group (c)) in addition to their auto Policy are the following: Condo; Mobilehome; Life; Owner + Life; Condo + Life; Mobilehome + Life; Condo + PUP; Mobilehome + PUP; Life + PUP; Owner, Life + PUP; Condo, Life + PUP; Mobilehome, Life + PUP. Excluded from the Settlement Class are (a) officers, directors, and employees of Allstate; (b) the judge overseeing the proposed settlement and the judge's immediate family and (c) all Primary Policy Holders who make a timely election to be excluded.

59. "Settlement Class Member" means each Primary Policy Holder included in the Settlement Class who does not timely opt-out of the Settlement.

60. "Settlement Class Member Payment" means the equal distribution that will be made from the Net Settlement Amount to each Settlement Class Member as described in Paragraph 36.

61. “Settlement Amount” means the \$25,000,000 that Allstate is obligated to pay under the Settlement. The Settlement Amount is all inclusive and will be used to pay the Settlement Class Member Payments, any attorneys’ fees, costs and Service Award ordered by the Court, any Settlement Administration Costs including the costs of Settlement Administrator and the costs of all forms of Notice and the Notice Program, and any *cy pres* payment required under this Agreement. Any and all costs incurred by Allstate in the process of making Policy credits to Remaining Current Primary Policy Holders shall be borne by Allstate separately and not out of the Settlement Amount.

62. “Settlement Website” means the website that the Settlement Administrator will use as a means for Settlement Class members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, the order preliminarily approving this Settlement, the Final Judgment, and such other documents as Class Counsel agree to post or that the Court orders posted on the website. The URL of the Settlement Website shall be www.AllstateCaliforniaAutoRatingSettlement.com, or such other URL as Class Counsel and Allstate agree upon in writing. The Settlement Website and URL will not include any Allstate trademarks or Allstate logos. Allstate will not display ads or otherwise make reference to this Settlement on any of its or its affiliates’ websites. The Settlement Administrator will terminate the Settlement

Website forty-five (45) days after either (a) all uncashed Settlement Class Member Payment checks have expired, or (b) the date on which this Settlement is terminated or otherwise not approved by a court. The Settlement Administrator will then transfer ownership of the URL to Allstate.

IV. Certification of the Settlement Class

63. For Settlement purposes only, Plaintiff and Allstate agree to ask the Court to certify the Settlement Class under Federal Rule of Civil Procedure 23.

64. Nothing in this Settlement Agreement shall be construed as an admission by Allstate that this Action or any similar case is amenable to class certification. Furthermore, nothing in this Settlement Agreement shall prevent Allstate from opposing class certification or seeking decertification of the Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason. Allstate supports certification of the class for settlement purposes only.

65. The Parties stipulate and agree that, subject to Court approval, the Settlement Class should be conditionally certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure solely for the purposes of the Settlement embodied in this Settlement Agreement. If, for any reason, this Settlement Agreement is not approved by the Court, the stipulation for certification and all of the agreements contained herein shall be considered null and void as provided in Paragraph 110.

66. Allstate does not consent to the certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate this Settlement. Allstate's agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind, or that any class certification would be appropriate for litigation or any other purpose other than to effectuate this Settlement.

67. If for any reason the Effective Date does not occur or this Settlement Agreement is terminated, disapproved by any court (including any appellate court), or not consummated for any reason, the order certifying the Settlement Class for purposes of effectuating the Settlement (and all preliminary and final findings regarding that settlement class certification order) shall be automatically vacated upon notice of the same to the Court. The Action shall then proceed as though such findings had never been made. Additionally, the Parties and their counsel shall not refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated, and the Action is later litigated and contested by Allstate under Rule 23 or any equivalent statute or rule.

V. Monetary Settlement

68. Subject to approval by the Court, the total monetary consideration to be provided by Allstate pursuant to the Settlement shall be \$25,000,000, inclusive of

the amount paid to Settlement Class Members, any and all attorneys' fees, costs and expenses awarded to Class Counsel, any Service Award to the Class Representative, all costs and expenses incurred by the Settlement Administrator and any *cy pres* payment.

69. Within 14 days of Preliminary Approval of the Settlement, Allstate shall deliver to the Settlement Administrator via wire transfer \$1,100,000 from the Settlement Amount to be deposited in a Qualified Settlement Fund account for this matter at the Depository Bank. This amount is estimated to be necessary to pay for the Notice Program and administration of the Settlement by the Settlement Administrator.

70. Within 14 days of the Court order for Final Approval, Allstate shall deliver to the Settlement Administrator that portion of the Settlement Amount necessary to pay the Settlement Class Member Payments due to the Past Primary Policy Holders and the attorneys' fees and costs payable to Class Counsel, which amount shall be deposited in the Qualified Settlement Fund account for this matter at the Depository Bank maintained by the Settlement Administrator. The Settlement Administrator shall deliver such Settlement Class Member Payments to the Past Primary Policy Holders in accordance with the Court's Final Approval Order.

71. In order to reduce the costs of administration of the Settlement, Allstate, at the direction of the Settlement Administrator, shall retain that portion of the

Settlement Amount that is allocated to Settlement Class Members who are Current Primary Policy Holders, and will , at its own cost and expense, directly credit the Policies of the Remaining Current Primary Policy Holder Settlement Class Members within the Payment Period. At the conclusion of the Payment Period, Allstate shall submit a report to the Settlement Administrator as to the status of the policy credits to Remaining Current Primary Policy Holder Settlement Class Members and deliver to the Settlement Administrator that portion of the Settlement Amount necessary to satisfy the Settlement Class Member Payments due to the Non-Remaining Current Primary Policy Holders, whose payments will then be delivered by the Settlement Administrator by paper check, electronic payment, or other payment method approved by the Court.

VI. Prospective Non-Monetary Relief

72. Without admitting any liability or that it was required by law to do so, but as further consideration for this Settlement, on Feb. 2, 2023, Allstate filed a new Allstate Auto Class Plan assigned tracking number ALSE-133548819, pending state action as of July 28, 2023. Among other changes, under Allstate's new Auto Class Plan, for substantially all categories of policyholders who are members of the Settlement Class, Allstate has performed a sequential analysis and selected relativities in connection with the Years Licensed and Multipolicy rating factors that do not exceed both the Current and Indicated relativities in connection with those

rating factors. Allstate represents that the Class Plan does not use any form of price optimization software or program, nor in any way considers price optimization/an individual's or class's willingness to pay a higher premium relative to other individuals or classes. That Class Plan and any subsequent California private passenger Class Plans filed in California for a period of 10 years, shall contain a specific written explanation for the basis of any and all relativity selections that are 5% more than the calculated indicated relativity.

73. Without admitting any liability or that it is required by law to do so, as further consideration for this Settlement, Defendants will not use any form of price optimization software or program, nor in any way consider price optimization/an individual's or class's willingness to pay a higher premium relative to other individuals or classes in connection with, or in the development of, California private passenger auto rates or class plans, unless and until such time as such practices are explicitly authorized under California law or by the California Department of Insurance.

VII. Settlement Approval

74. Plaintiff will jointly move the Court for an Order granting Preliminary Approval of this Settlement ("Preliminary Approval Order"). The motion for Preliminary Approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) certify the

Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) appoint Class Counsel as counsel for the Settlement Class; (4) appoint Plaintiff as Class Representative of the Settlement Class; (5) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (6) approve the procedures set forth herein below for Settlement Class members to exclude themselves from the Settlement Class or to object to the Settlement; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for Allstate, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees, costs and expenses and for a Service Award to the Class Representative ("Final Approval Hearing").

75. Upon filing of the motion requesting issuance of the Preliminary Approval Order, Allstate will provide timely notice of such motion as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* Within a reasonable time thereafter, Allstate will file with the Court a certification of the date(s) on which the CAFA Notice was served.

VIII. Settlement Administrator

76. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Notice to Settlement Class members and distributing the Settlement Amount as provided herein. The Parties jointly will oversee the Settlement Administrator's administration of the Settlement.

77. The Parties acknowledge that Allstate shall provide information to the Settlement Administrator for the determination of the Settlement Class as well as information regarding all policy credits made to Remaining Current Primary Policy Holder Settlement Class Members. The Settlement Administrator shall track payments to all Settlement Class Members in all forms, including, but not limited to, by paper check, electronic payment, and/or premium credit. For Remaining Current Primary Policy Holder Settlement Class Members, pursuant to the Settlement Agreement, Allstate will issue settlement payments via premium credit under and at the direction and management of the Settlement Administrator. The Parties and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management or distribution of

the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment to any Settlement Class Member; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. The Settlement Administrator shall indemnify and hold Defendant, Defense Counsel, Class Counsel, the Settlement Class, and Class Representative harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment to any Settlement Class Member; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns..

78. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

a. Use the name and address information for Settlement Class members provided by Allstate in connection with the Notice process approved by the Court, for the purpose of mailing any Mailed Notice, sending any Email Notice, and later making Settlement Class Member Payments to Past Primary Policy Holder Settlement Class Members and Non-Remaining Current Primary Policy Holder Settlement Class Members, and to Remaining Current Primary Policy Holder Settlement Class Members where it is not feasible or reasonable for Allstate to make the payment by a credit to the their Policies;

b. Direct Allstate with respect to credits to be paid to Remaining Current Primary Policy Holders, including maintaining an accounting of all such credits based on records provided by Allstate, and notify Allstate of any issues with such records or the completion of the issuance of credits to Remaining Current Primary Policy Holders;

c. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;

d. Establish and maintain the Settlement Website;

e. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the questions of Settlement Class members who call with or otherwise communicate such inquiries;

- f. Respond to any mailed Settlement Class member inquiries;
- g. Process all requests for exclusion from the Settlement Class;
- h. Provide reports to Class Counsel and Allstate every two weeks that summarize the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;
 - i. In advance of the Final Approval Hearing, prepare an affidavit, to be submitted to the Court no later than 14 days prior to the Final Approval Hearing, confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Settlement Class member who timely and properly requested exclusion from the Settlement Class, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
 - j. Pay invoices, expenses, and costs upon approval by Class Counsel and Allstate, as provided in this Agreement; and
 - k. Any other Settlement-administration-related function at the instruction of Class Counsel and Allstate, including, but not limited to, verifying that settlement funds have been distributed.

79. The Settlement Administrator shall use best practices and all reasonable efforts to ensure that only Settlement Class Members receive payments under the terms of this Agreement and shall duly respond to inquiries from non-class

members to advise that such persons are not eligible for recovery under this Settlement. The Settlement Administrator shall maintain and preserve records of all of its activities until one (1) year after the Effective Date, including logs of all telephone calls, e-mails, mailings, visits to the Settlement Website, and all other contacts with actual and potential Settlement Class members, in a computerized database with readily retrievable records. The Settlement Administrator shall provide Class Counsel and Allstate's Counsel with written reports every two weeks beginning on the Notice Date, summarizing all statistics and actions taken by the Settlement Administrator in connection with administering this Settlement.

IX. Notice to Settlement Class members

80. As soon as practicable after Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement including the non-monetary relief; a date by which Settlement Class members may exclude themselves from or "opt-out" of the Settlement Class; a date by which Settlement Class members may object to the Settlement; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may

access this Agreement and other related documents and information. Class Counsel and Allstate shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices and publications provided under or as part of the Notice Program shall not bear or include the Allstate logo or trademarks or the return address of Allstate, or otherwise be styled to appear to originate from Allstate.

81. The Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period, provided the opt-out notice is postmarked no later than the last day of the Opt-Out Period. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. Requests for exclusion from the Settlement must be delivered to the Settlement Administrator via mail.

82. The Notice also shall include a procedure for Settlement Class members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and/or Service Award to the Class Representative. All such objections must:

- a. be in writing;
- b. clearly identify the case name and number;

- c. state whether it applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- d. state with specificity the grounds for the objection;
- e. include a Notice of Intention to Appear in the body of the objection, if the Settlement Class Member wishes to appear and be heard at the Final Approval Hearing;
- f. be submitted by the Settlement Class Member only to the Court, either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California; and
- g. be filed or postmarked on or before the last day of the Opt-Out Period.

83. Notice may be provided to Settlement Class members in up to three different ways: Email notice to Settlement Class members for whom Allstate has email addresses (“Email Notice”) and who have agreed to accept their Policy statements and/or information by email; Postcard notice to Settlement Class members for whom Allstate does not maintain email addresses (“Postcard Notice”) and who have agreed to accept their Policy statements and/or information by regular mail; and Long Form Notice with details regarding the Settlement (“Long Form Notice”) via regular mail to Settlement Class members who request it and/or via

download on the Settlement Website. Email Notice, Postcard Notice, and Long Form Notice shall collectively be referred to as “Mailed Notice.” Not all Settlement Class members will receive all forms of Notice, as detailed herein. The cost of all forms of Notice and the Notice Program shall be paid out of the Settlement Amount. A Spanish version of the Long Form Notice shall be provided to Settlement Class members who request it. The Email Notice, Postcard Notice, and Long Form Notice shall inform Settlement Class members, in Spanish, of the availability of the Spanish version of the Long Form Notice.

84. Allstate, at the direction and with the assistance of the Settlement Administrator as appropriate, shall create a list of Settlement Class members and their electronic mail addresses and/or postal addresses based on readily available information already within its possession. Allstate will bear the expense of extracting the necessary data to make this list of Settlement Class members. Allstate will provide the list to the Settlement Administrator as soon as practicable, but no later than thirty (30) days after Preliminary Approval of the Settlement.

85. The Settlement Administrator may run the physical addresses of all Settlement Class members receiving Postcard Notice through the National Change of Address Database and shall mail to all such Settlement Class members the Postcard Notice. The initial mailed Postcard Notice and Email Notice shall be referred to as “Initial Mailed Notice.”

86. The Settlement Administrator shall perform reasonable address traces for all Initial Mailed Notices that are returned as undeliverable. By way of example, a “reasonable” tracing procedure would be to run addresses of returned Postcard Notices through the Lexis/Nexis database that can be utilized for such purpose. No later than 90 days after Preliminary Approval, the Settlement Administrator shall complete the re-mailing of Postcard Notices to those Settlement Class members whose new addresses were identified as of that time through address traces (“Notice Re-mailing Process”). The Settlement Administrator shall send Postcard Notices to all Settlement Class members’ whose emails were returned as undeliverable and complete such Notice pursuant to the deadlines described herein as they relate to the Notice Re-mailing Process.

87. The Notice Program (which is composed of both the Initial Mailed Notice and the Notice Re-mailing Process) shall be completed no later than 90 days after entry of a Preliminary Approval Order. The Settlement Administrator agrees to cap the Settlement Administration Costs at \$1,057,030.

88. Within the provisions set forth in this Section IX, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Allstate.

89. No person shall have any claims against Allstate, Defense Counsel, the Named Plaintiff, Class Counsel, and/or the Settlement Administrator based on any

eligibility determinations, distributions, or awards made in accordance with this Settlement.

X. Final Approval Order and Judgment

90. Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file her Motion for Final Approval of the Settlement, and application for attorneys' fees, costs, and expenses and for Service Award for the Class Representative no later than 90 after Preliminary Approval of the Settlement. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for the Service Award for the Class Representative. One week prior to the Final Approval Hearing, Plaintiff may file supplemental briefing in support of final approval of the Settlement including, but not limited to, any objections and/or opt-outs received. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees, costs, expenses or the Service Award application, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

91. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon and whether to approve Class Counsel's request for attorneys' fees, costs, expenses and a Service Award.

Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Provide for the future entry of judgment dismissing the Action with prejudice;
- e. Release Allstate and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Allstate, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

XI. Distributions From The Settlement Amount

92. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases and occurrence of the Effective Date,

Allstate shall be responsible for paying the Settlement Amount, from which Settlement Class Member Payments shall be paid to the Settlement Class Members.

93. Unless a Remaining Current Primary Policy Holder has contacted the Settlement Administrator to request a paper check instead of a Policy credit, Allstate, by and at the direction of the Settlement Administrator, shall credit the Policies of all Remaining Current Primary Policy Holders their Settlement Class Member Payments within the Payment Period.

94. Settlement Class Member Payments to Remaining Current Primary Policy Holders shall be made first by crediting a Policy for those Policy Holders, or by mailing a standard size check if it is not feasible or reasonable to make the payment by a credit. Allstate shall notify Remaining Current Primary Policy Holders of any such credit via letter and provide a brief explanation that the credit has been made as a payment in connection with the Settlement. The form and substance of this notification shall be mutually agreed upon by the Parties and shall be substantially similar to the language of Exhibit D. Allstate will bear all costs and expenses associated with implementing the Policy credits and notification discussed in this paragraph.

95. Non-Remaining Current Primary Policy Holders shall receive his or her Settlement Class Member Payment via check from the Settlement Administrator. Within 20 business days after the end of the Payment Period, Allstate shall provide

the Settlement Administrator with a list of the Non-Remaining Current Primary Policy Holder Settlement Class Members. Settlement Class Member Payments to such Settlement Class Members shall be made by mailing a standard size check. The Settlement Administrator shall be responsible for mailing such checks.

96. Within 20 business days after the end of the Payment Period, Allstate shall remit to the Settlement Administrator that portion of the Settlement Amount necessary to fund the Settlement Class Member Payments to Non-Remaining Current Primary Policy Holders by check.

97. Within 20 business days after Effective Date, Allstate shall provide the Settlement Administrator with a list of Past Primary Policy Holder Settlement Class Members in order to send checks to Past Primary Policy Holders for their Settlement Class Member Payments (unless they have elected to receive an electronic payment).

98. Settlement Class Member Payments to Past Primary Policy Holder Settlement Class Members shall be made by mailing a standard size check or electronic payment (if elected). The Settlement Administrator shall be responsible for mailing such checks and effectuating electronic payments as applicable.

99. The amount of the Net Settlement Amount attributable to uncashed or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator one year from the date that the first distribution check is mailed by the Settlement Administrator. During this time the Settlement Administrator shall

make a reasonable effort to locate intended recipients of settlement funds whose checks were returned (such as by running addresses of returned checks through the Lexis/Nexis database that can be utilized for such purpose) to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

a. Disposition of Residual Funds

100. Within 2 years after the date the Settlement Administrator mails the first Settlement Class Member Payment, any remaining amounts such as resulting from uncashed checks (“Residual Funds”) in the Qualified Settlement Fund shall be distributed to a *cy pres* recipient. Specifically, the parties agree that the Court may direct payment of any amounts remaining in the Qualified Settlement Fund, plus interest, to the Center for Auto Safety, <http://www.autosafety.org>, or other court approved *cy pres* recipient. While most known for strengthening highway safety standards to save lives, for decades the Center for Auto Safety has provided tools to educate consumers in California and across the country on different types of auto insurance coverage and discount strategies to save consumers on costs of insurance premiums. Neither the Parties or counsel for the Parties have any interest or involvement in the governance or the work of Center for Auto Safety. Class Counsel shall seek the Court’s approval of distribution to the *cy pres* recipient. If the Court

does not approve the *cy pres* recipient, Class Counsel with input from Allstate will propose another *cy pres* recipient for the Court's approval.

b. Release

101. As of the Effective Date, Plaintiff and each Settlement Class Member, each on behalf of itself and on behalf of its respective heirs, assigns, beneficiaries and successors ("Releasing Parties"), shall automatically be deemed to have fully and irrevocably released and forever discharged Allstate and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them ("Released Parties"), of and from any claims that were or could have been alleged based on the facts pleaded in the Complaint dated November 5, 2015 and/or any subsequent amended complaint filed in conjunction with the Court's approval of the Settlement ("Released Claims").

102. After entering into this Settlement, the Settlement Class Members and/or Named Plaintiff may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the claims released by this Settlement, but they intend to release fully, finally and forever any and all such claims. The Settlement Class Members and Named Plaintiff expressly agree that,

upon the Effective Date, they waive and forever release any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

and any law of any state, territory, or possession of the United States or principles of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

c. Payment of Attorneys' Fees, Costs, and Service Awards

103. Class Counsel will ask the Court to approve a Service Award to the Class Representative in the amount of \$5,000 to be paid out of the Settlement Amount by the Settlement Administrator directly to the Class Representative within 20 days of the Effective Date. The Service Award shall be paid to the Class Representative in addition to the Class Representative's Settlement Class Member Payment. Allstate agrees not to oppose Class Counsel's request for the Service Award. The Parties agree that the Court's failure to approve the Service Award, in whole or in part, shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

104. Class Counsel agree to cap their request for attorneys' fees at thirty percent of the gross Settlement Amount (\$7,500,000). Class Counsel agree to cap their request for costs and expenses at \$400,000. Allstate agrees not to oppose Class Counsel's request for attorneys' fees of up to thirty percent of the Settlement Amount (\$7,500,000), and not to oppose Class Counsel's request for reimbursement of reasonable costs and expenses of up to \$400,000. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Amount. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees or reduction or modification of any amount sought shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

105. Absent instructions from the Court, Class Counsel has the authority to allocate and distribute any awarded attorneys' fees, costs, and expenses to other counsel, in its sole discretion. Allstate and Defense Counsel shall have not liability or responsibility for allocation of any such awarded funds, and, in the event that any dispute arises relating to the allocation of fees or costs, Class Counsel, and the Settlement Administrator agree to hold Allstate and Defense Counsel harmless from any and all such liabilities, costs, and expenses of such dispute, including attorneys' fees.

106. Within 14 days of the Effective Date, the Settlement Administrator shall pay Class Counsel all Court-approved attorneys' fees, costs, and expenses.

107. The Parties negotiated and reached agreement regarding attorneys' fees and costs, and the Service Award, only after reaching agreement on all other material terms of this Settlement.

d. Termination of Settlement

108. This Settlement may be terminated by either Plaintiff or Allstate by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 30 days (or such longer time as may be agreed in writing between Plaintiff and Allstate) after any of the following occurrences:

- a. Plaintiff and Allstate agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. the Effective Date does not occur;
- e. the Commissioner and/or Administrative Law Judge does not approve the Department Agreement;

f. the Department Agreement is not fully and finally executed and adopted by the Commissioner and/or Administrative Law Judge;

g. the Stipulation and request for stay of the Department Proceeding referenced in paragraph 17 is not entered;

h. the Department Proceeding is reinstated prior to the Final Approval Order;

i. any court certifies, on a conditional basis or otherwise, a class, collective, or representative action involving a claim described in this Action by any member(s) of the Settlement Class;

j. the Class Representative does not execute the Settlement Agreement or submit a valid and timely objection or opt-out notice;

k. the Class Representative and/or Class Counsel materially breach the Settlement Agreement; or

l. any other ground for termination provided for elsewhere in this Agreement.

109. Allstate also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 14 days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class members who timely request exclusion from the Settlement Class equals or exceeds 5%.

e. **Effect of a Termination**

110. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Allstate's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved and any Party may move to lift the stay of the Department Proceeding. Any and all costs and/or expenses associated with the Notice and administration of the Settlement prior to its termination shall be borne by Allstate.

111. In the event of a termination, any payments made to the Settlement Administrator shall be returned to Allstate within ten (10) days from the date the Settlement Agreement becomes null and void, less the Settlement Administrator's fees and costs up until the date Allstate notifies the Settlement Administrator that the Agreement is terminated.

112. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof.

113. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the

Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

114. If the Settlement does not receive final and non-appealable Court approval, Allstate shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members, any attorneys' fees, costs, or expenses to Class Counsel, and/or any Service Award to Plaintiff.

f. No Admission of Liability

115. Allstate continues to dispute its liability for the claims alleged in the Action and maintains that its private passenger auto insurance policy pricing and ratemaking practices and representations concerning those practices complied, at all times, with applicable laws and regulations. Allstate does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Allstate has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

116. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the

continued prosecution of this complex, costly and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant formal discovery including extensive written discovery and depositions over a period of approximately four years, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

117. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

118. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission

of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

119. In addition to any other defenses Allstate may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

120. With the exception of the claims brought on behalf of the Settlement Class and resolved pursuant to the terms of the Settlement, Class Counsel currently have no other clients who claim to have experienced the alleged challenged conduct that is the subject of the Lawsuit and who have expressed interest in filing claims related to the alleged challenged conduct against Allstate.

121. Upon Final Approval, Class Counsel shall take all steps reasonably necessary to effectuate the dismissal with prejudice of the Department Proceeding and shall oppose any attempts to reinstate the Department Proceeding by any person or entity after the Court's Final Approval Order is entered.

122. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

123. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

124. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

125. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

126. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

127. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

128. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

129. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

130. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

131. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

MEHRI & SKALET PLLC
Cyrus Mehri
Jay Angoff, Esq.

2000 K Street, NW
Suite 325
Washington, DC 20016
Class Counsel

TYCKO & ZAVAREEI LLP
Andrea Gold, Esq.
2000 Pennsylvania Avenue, NW
Suite 1010
Washington, DC 20006
Class Counsel

BERGER MONTAGUE PC
Jeff Osterwise, Esq.
1818 Market Street
Suite 3600
Philadelphia, PA 19103
Class Counsel

DLA PIPER LLP (US)
Michael P. O'Day
650 S. Exeter Street
Suite 1100
Baltimore, Maryland 21202
Counsel for Allstate

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

132. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Allstate and, if the Settlement has been approved preliminarily by the Court,

approved by the Court.

133. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

134. No Assignment: Class Counsel and the Named Plaintiff represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action or any related action, and they further represent and warrant that they know of no such assignments or transfers on the part of any member of the Settlement Class.

135. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and counsel for Allstate (for Allstate), represent and warrant that the persons signing this Agreement have full power and authority to bind the person, partnership, corporation or entity included within the definitions of Plaintiff and Allstate, for whom they are signing, to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. Agreement Mutually Prepared. Neither Allstate nor Plaintiff shall be considered to be the drafter of this Agreement or any of its provisions 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 drafter of this Agreement.

137. Calculation of Days: Unless otherwise noted, all references to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

138. Reasonable Extensions: Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

139. Stay of Proceedings: All motions, discovery, and other proceedings in the Action shall be stayed until the Court enters the Final Approval Order and Final Judgment, or this Settlement Agreement is otherwise terminated. The Parties also agree that all motions, discovery, and proceedings in the Department Proceeding are stayed, and the Parties will not take any action in the Department Proceeding until the federal Court enters the Final Approval Order and Final Judgment, or this Settlement Agreement is otherwise terminated. Upon Entry of the Preliminary Approval Order, all Settlement Class Members shall be barred and enjoined from prosecution of the Released Claims against any of the Released Parties.

140. Effect on Court Orders: Nothing in this Settlement Agreement shall alter or abrogate any prior Court orders entered in this Action or the Department

Proceeding, except as necessary to give effect to the agreed upon stay.

141. Best Efforts: The Parties, together with Class Counsel and Defense Counsel, agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the Settlement.

142. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action (including but not limited to approximately four years of contested discovery in the Department Proceeding); and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

143. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and

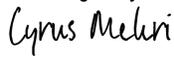
specifically warrants that he, she or it has fully read this Agreement and the Release contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release

144. Tax Consequences: No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by Allstate, Allstate’s counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee regarding the tax consequences of the Settlement as to any Settlement Class Member.

Counsel for Plaintiff

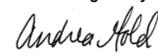
Dated: 9/29/2023

MEHRI & SKALET, PLLC
Cyrus Mehri, Esq.
Jay Angoff, Esq.

DocuSigned by:

94360A48550D4B1...
By: Cyrus Mehri

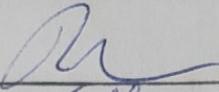
Dated: 9/29/2023

TYCKO & ZAVAREEI LLP
Andrea Gold, Esq.

DocuSigned by:

65661ACF9C3545E...
By: Andrea Gold

Dated: 7/31/23

BERGER MONTAGUE PC
Jeff Osterwise, Esq.


By: Jeffrey Osterwise

Dated: 7-30-23

ANDREA STEVENSON

Andrea Stevenson

Dated: _____

ALLSTATE INSURANCE COMPANY

By: _____

Dated: _____

ALLSTATE INDEMNITY COMPANY

By: _____

Dated: _____

ALLSTATE NORTHBROOK
INDEMNITY COMPANY

By: _____

Dated: _____

BERGER MONTAGUE PC
Jeff Osterwise, Esq.

By: _____

Dated: _____

ANDREA STEVENSON

Dated: 7/31/23

ALLSTATE INSURANCE COMPANY

Nathan Remmert

By: Nathan Remmert

Dated: 7/31/23

ALLSTATE INDEMNITY COMPANY

Nathan Remmert

By: Nathan Remmert

Dated: 7/31/23

ALLSTATE NORTHBROOK
INDEMNITY COMPANY

Nathan Remmert

By: Nathan Remmert

Counsel for Allstate

Dated: 7/31/23

DLA PIPER LLP (US)
Michael P. O'Day, Esq.



Michael P. O'Day

EXHIBIT B

PLAINTIFFS' COUNSEL BIOGRAPHIES

Mehri & Skalet

Jay Angoff, Partner, 1978 Grad. Before coming to Mehri & Skalet, Mr. Angoff served as the Missouri Insurance Commissioner for six years and as New Jersey's Deputy Commissioner for two. In both positions he was responsible for auto insurance filings, giving him intimate familiarity with the process. As Missouri Commissioner, from 1993 to 1998, he became one of the first Insurance Commissioners to order a traditionally non-profit Blue Cross plan to establish a healthcare foundation with the full value of its assets. After five years of ultimately successful litigation, he oversaw the establishment of the foundation, the Missouri Foundation for Health, which is now one of the nation's largest healthcare foundations, with over \$1.2 billion in assets. He also helped implement a health insurance exchange for state workers, which reduced their health insurance rates by up to 45%. And he established a competitive bidding process for workers compensation insurers that reduced workers comp rates by 24%. In addition, he oversaw and accelerated the run-off of the Transit Casualty and Mission insolvencies, two of the largest and longest-running insurer insolvencies in the nation. Before his service in Missouri, Mr. Angoff served as Deputy Insurance Commissioner of New Jersey and Special Assistant to the Governor for Health Insurance Policy. In those positions, he helped draft and implement New Jersey's individual and small group reform laws. From 2010 to 2012, Mr. Angoff worked for the U.S. Dept. of Health and Human Services, as the Director of the Office of Consumer Information and Insurance Oversight and a Senior Advisor to the Secretary with responsibilities that included developing the regulations implementing the ACA's individual and small group market reforms, including the Patient's Bill of Rights, Medical Loss Ratio rule and Rate Review rule; implementing the Consumer Assistance, Exchange, and Rate Review grant programs; and establishing the Early Retiree Reinsurance Program and Preexisting Condition Insurance Plan. As a litigator, Mr. Angoff has obtained refunds for consumers overcharged by insurers in cases including *Harris v. Farmers Insurance Exchange* (Cal. Super. Ct., L.A. Cty.) (\$15 million settlement), *Landers v. Interinsurance Exchange of the Automobile Club* (Cal. Super. Ct., L.A. Cty.) (\$24 million settlement), *Clutts v. Allstate* (Ill. Cir.) (\$6 million settlement), and *Foundation for Taxpayer and Consumer Rights v. GEICO* (Cal. Super. Ct., L.A. Cty.) (settlement valued at up to \$12 million). Mr. Angoff has also represented and advised state insurance departments in connection with proposed mergers and restructurings, including the Maryland, Pennsylvania, Montana, and Missouri Departments. He also represents and advises both for-profit and non-profit organizations on the ACA- and other insurance-related matters, including in rate proceedings before state regulators. Mr. Angoff also serves as

an expert witness on insurance-related issues. Among the issues he has testified on are: payments constituting illegal rebates; fronting arrangements; illusory coverage; duties of primary and excess insurers; an insurer's duties in connection with its surplus; the scope of the business judgment rule; the insurable interest rule; the duty of an insurer to settle within policy limits when liability is reasonably clear; and the duty of the insured to inform the insurer of a material change in the risk. Mr. Angoff began his career as an antitrust lawyer with the Federal Trade Commission. He also served as a staff attorney for Congress Watch, a public interest lobbying organization, as counsel to the National Insurance Consumer Organization, and as Vice-President for Strategic Planning for Quotesmith.com (now insure.com), an internet quotation service and insurance broker. He has written for *The New York Times*, *The Washington Post*, and *The Wall Street Journal*, among other publications, and has appeared on MSNBC and Fox News. He is the recipient of the James R. Kimmey Lifetime Achievement Award and the Rory Ellinger Award for Public Interest Litigation. Mr. Angoff is a member of the District of Columbia, Missouri, New Jersey, and U.S. Supreme Court bars, and is a graduate of Oberlin College and Vanderbilt Law School.

Cyrus Mehri, Founding Partner, 1988 Grad. Cyrus Mehri is a founding partner of Mehri & Skalet. He litigates cases involving discrimination, civil and consumer rights, and corporate fraud. The business press has long followed Mr. Mehri's work. *The New York Times* stated, "Mr. Mehri's vision for corporate America involves sweeping change, not the piece meal kind." *Fast Company* said, "He is something of a one-man army in the battle against business as usual . . . [H]is impact – both in terms of penalties and remedies – is undeniable." His work has been recognized in numerous books and articles, most recently in *Diversity Inc.*, authored by award winning author Pamela Newkirk. In 2021, the *Wall Street Journal* profiled Mr. Mehri in its Future of Work section and described Mr. Mehri as having fought "some of the most significant workplace race-discrimination lawsuits in U.S. history." Mr. Mehri has led and co-led some of the largest and most significant race and gender cases in U.S. history, including the two largest race discrimination class actions in history: *Roberts v. Texaco Inc.*, which settled in 1997 for \$176 million and *Ingram v. The Coca-Cola Company*, which settled in 2001 for \$192.5 million. Both settlements include historic programmatic relief, featuring independent Task Forces with sweeping powers to reform key human resources practices such as pay, promotions and evaluations. Trial Lawyers for Public Justice named Mr. Mehri a finalist for "Trial Lawyer of the Year" in 1997 and 2001 for his work on the Texaco and Coca-Cola matters respectively. Currently, Mr. Mehri is leading a nationwide effort on behalf of public school districts adversely impacted by the opioid crisis due to rising special education and supplemental education costs to opioid-

exposed children, including children diagnosed with neonatal opioid withdrawal syndrome. Mr. Mehri led the negotiations that resulted in an agreement to help establish the Public School District Special Education Trust totaling \$30.5 million from the Purdue and Mallinckrodt Bankruptcy proceedings. Judge Charles Breyer appointed Mr. Mehri to serve on the Plaintiffs Steering Committee on behalf of Independent School Districts nationwide in the McKinsey consulting company opioid litigation. Mr. Mehri's work supports underrepresented groups in various settings. On April 6, 2004, Mr. Mehri, along with Martha Burk and the National Council of Women's Organizations, announced a project called "Women on Wall Street." The project focuses on gender discrimination in financial institutions. As a result of the project, in 2007, M&S announced a \$46 million settlement with Morgan Stanley on behalf of female financial consultants. In 2008, the firm announced a comparable \$33 million settlement with Smith Barney, and in 2011, the firm reached a comparable \$32 million settlement with Wachovia Securities/Wells Fargo Advisors. These settlements have sweeping reforms that fundamentally changed the allocation of business opportunities at these brokerage houses. Furthermore, Mr. Mehri served as lead counsel in *Robinson v. Ford Motor Company*. The settlement created a record 279 highly coveted apprenticeship positions for African American employees as well as payment of \$10 million. In a May 2007 EEOC Commissioners meeting, Mr. Mehri and others testified about this settlement's significance on testing procedures in the workplace. Additionally, Mr. Mehri uses his expertise to provide recommendations to the judicial nominations arena. In September 2008, Mr. Mehri testified before the Senate Judiciary Committee alongside Supreme Court litigant Lilly Ledbetter. Mr. Mehri's testimony called for diversifying the pool of potential judicial nominations not just in terms of race and gender but also in terms of life and work experience. Mr. Mehri is also an instrumental advocate in sports law. On September 30, 2002, Mr. Mehri and Johnnie L. Cochran, Jr. released the report, "Black Coaches in the National Football League: Superior Performance, Inferior Opportunities." The report became the catalyst for the NFL's creation of a Workplace Diversity Committee and the adoption of a comprehensive diversity program. The NFL reached a record number of African American head coaches. Mr. Mehri co-founded the Fritz Pollard Alliance, an affinity group for coaches of color, front office, scouting personnel and game day officials in the NFL. In 2007, the Miami-Dade County Office of the Mayor and Board of County Commissioners gave Mr. Mehri the "Distinguished Visitor" Award. Mr. Mehri frequently authors or contributes to scholarly works. In 2020, following the murder of George Floyd, Mr. Mehri Co-Authored an article in the Atlantic with M&S Of Counsel retired federal judge U.W. Clemon and M&S Partner Josh Karsh calling for the revitalization of the nation's first civil rights statue, now

known as Section 1981. This directly led to the legislation in the U.S. Congress called the Economic Inclusion Civil Rights Act. In October 2008, Mr. Mehri co-authored a paper – with M&S partner Ellen Eardley – called “21st Century Tools for Advancing Equal Opportunity: Recommendations for the Next Administration.” The American Constitution Society published this paper along with papers by several other authors including Senator Ted Kennedy and Former Attorney General Janet Reno. For the 2008 National Employment Law Association Convention, Mr. Mehri co-authored a paper, “A ‘Toolbox’ for Innovative Title VII Settlement Agreements.” Mr. Mehri also has co-authored an article in Fordham’s Journal of Corporate and Financial Law entitled “One Nation, Indivisible: The Use of Diversity Report Cards to Promote Transparency, Accountability, and Workplace Fairness.” He also co-authored – with M&S partner Michael Lieder – a book chapter entitled “Addressing the Ever Increasing Standards for Statistical Evidence: A Plaintiff Attorney’s Perspective,” which was published in *Adverse Impact Analysis: Understanding Data, Statistics, and Risk* (2017). Mr. Mehri is a frequent guest on radio and TV, including NPR and the *New York Times* podcast, the Daily. He has recently published articles in *The Atlantic*, *Politico* and the *Washington Post*. Mr. Mehri graduated from Cornell Law School in 1988, where he served as Articles Editor for the Cornell International Law Journal. After law school, he clerked for the Honorable John T. Nixon, U.S. District Judge for the Middle District of Tennessee. Since then, Mr. Mehri has received numerous awards. Mr. Mehri received the Outstanding Youth Alumnus Award from Hartwick College and the Alumni Award from Wooster School in Danbury, Connecticut “for becoming a beacon of good, positively affecting the lives of many.” Mr. Mehri gave the 2009 Commencement Speech at Hartwick College and the Founder’s Day Speech at Wooster School. The Pigskin Club of Washington, DC awarded Mr. Mehri the prestigious “Award of Excellence.” In March 2003, the Detroit City Council passed a testimonial resolution honoring Mr. Mehri and wishing him “continued success in changing the fabric of America.” In 2007, the Miami-Dade County Office of the Mayor and Board of County Commissioners gave Mr. Mehri the “Distinguished Visitor” Award. In 2019, Mr. Mehri accepted the Diversity and Trailblazing Award at the D&I Honors hosted by Diverse & Engaged during Congressional Black Caucus week. In 2021, Mr. Mehri received an In 2017, Mr. Mehri co-founded the consulting company, Working IDEAL which assists leaders who seek to advance diversity, equity, and inclusion in their organizations.

Steve Skalet, Founding Partner, 1971 Grad. Steve Skalet is a Founding Partner of Mehri & Skalet, where he was a principal and managing partner until his retirement. He has been lead or co-lead counsel in successful class action cases against Dell, Inc., Mercury Marine, Hewlett Packard, Sony, Ford, Verizon, Mitsubishi, Morgan Stanley,

and many other companies. He has been an advisor to the Federal Reserve Board on credit and banking matters. He has He has been peer selected as a Super Lawyer and as a “Top Attorney in Washington DC.” He is a 1971 graduate of the University of Pennsylvania School of Law and a 1968 graduate of the University of Rochester.

Joanna Wasik, Associate, 2012 Grad. Joanna Wasik’s work at Mehri & Skalet, while at the firm, focused on the civil rights, consumer protection, and wage and hour aspects of the firm’s practice. Before joining Mehri & Skalet, Ms. Wasik served as law clerk to Judge J. Curtis Joyner on the U.S. District Court for the Eastern District of Pennsylvania, and worked as an Associate at Freshfields, Bruckhaus, Deringer US LLP. At Freshfields, Ms. Wasik worked in the firm’s global investigations and commercial litigation groups, and her pro bono work focused on prisoners’ civil rights. Ms. Wasik graduated magna cum laude from Georgetown Law in 2012. While in law school she served as a Managing Editor of the Georgetown Journal of International Law, a Legal Research and Writing Fellow, and a Global Law Scholar. She was also a member of the Georgetown Human Rights Institute’s Fact-Finding Mission in 2010-2011. Before attending law school, Ms. Wasik graduated magna cum laude from Amherst College, with a B.A. in political science.

Christine Monahan, Associate, 2016 Grad. Christine Monahan work, while at Mehri & Skalet, focused on the insurance, health care, and consumer protection aspects of the firm’s practice. Before joining Mehri & Skalet, Ms. Monahan served as a law clerk to Judge Judith W. Rogers of the United States Court of Appeals for the D.C. Circuit. Ms. Monahan graduated from Yale Law School in 2016. During law school, she served as Notes Editor for the Yale Journal of Health Policy, Law, and Ethics and as Director of the Yale Health Law and Policy Society and was a fellow for the Global Health Justice Partnership. Ms. Monahan also participated in the Mortgage Foreclosure Litigation Clinic and Hearing Officer Project, in which students arbitrated state lemon law claims. She interned with the Antitrust Division at the Department of Justice and the National Health Law Program, in addition to Mehri & Skalet. Before law school, Ms. Monahan worked as a Senior Health Policy Analyst at Georgetown University’s Center on Health Insurance Reforms and as a Health Policy Advisor for the National Partnership for Women & Families. She graduated *summa cum laude* from Connecticut College in 2007, with a B.A. in International Relations. Her publications include: Note, *Private Enforcement of the Affordable Care Act: Towards an “Implied Warranty of Legality” in Health Insurance*, 126 YALE L.J. 1118 (2017); *A Prescription for Excessive Drug Pricing: Leveraging Government Patent Use for Health*, 18 YALE J.L. & TECH. 275 (2016) (with Hannah Brennan, Amy Kapczynski & Zain Rizvi); and *Safeguarding State Interests in Health Insurance Exchange Establishment*, 21 CONN. INS. L.J. 375 (2015)

Aisha Rich, Associate, 2015 Grad. Aisha Rich’s work, while at Mehri & Skalet, covered many areas of the firm’s practice, including the insurance practice. Before joining Mehri & Skalet, Ms. Rich was an Assistant District Attorney for the Philadelphia District Attorney’s Office. Ms. Rich also served as a judicial law clerk to the Honorable Amalya L. Kearse of the United States Court of Appeals for the Second Circuit, the Honorable Edmond E. Chang of the United States District Court for the Northern District of Illinois, and the Honorable Leondra R. Kruger of the Supreme Court of California. Ms. Rich graduated from Harvard Law School in 2015, where she was the Managing Editor of the Harvard Law Review and a General Board Member of the Harvard Civil Rights-Civil Liberties Law Review. Before attending law school, Ms. Rich received her Bachelor of Arts in Political Science from the University of Washington and worked for the United States Attorney’s Office for the Western District of Washington.

Tycko & Zavareei

Andrea R. Gold, Partner, 2004 Grad. Ms. Gold currently serves as Chair of the Plaintiffs’ Executive Committee in two large MDLs against some of the world’s largest technology companies – Apple, Inc. and Google LLC – as well as a similar consolidated action against Facebook (now Meta, Inc.). *See In re Apple Inc. App Store Simulated Casino-Style Games Litigation*, No. 5:21-md-2985 (N.D. Cal.); *In re Google Play Store Simulated Casino-Style Games Litigation*, No. 5:21-md-3001 (N.D. Cal.); *In re Facebook Simulated Casino-Style Games Litigation*, No. 5:21-cv-2777 (N.D. Cal.). Ms. Gold also serves on the Executive Committee in *In Re: MoveIT Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB-PGL (D. Mass), perhaps the largest data breach multi-district litigation to date. As co-lead counsel in *Vergara v. Uber Technologies, Inc.*, Ms. Gold secured a \$20 million nationwide TCPA settlement against Uber after hard-fought litigation. *Vergara v. Uber Techs., Inc.*, No. 1:15-CV-06942, dkt. 110 (N.D. Ill.) As class counsel on behalf of consumers alleging harm from defective microwave oven drawers, she obtained a nationwide class settlement valued at over \$103 million. Final Approval Order, *Hamm v. Sharp Elecs. Corp.*, No. 5:19-cv-488-Oc-30PRL, dkt. 62 (M.D. Fla.). Ms. Gold also secured a \$24.5 million nationwide settlement in a case challenging the country’s largest credit union’s fee assessment practice. Order Granting Motion for Final Approval of Class Settlement, *Lloyd v. Navy Federal Credit Union*, No. 3:17-cv-01280-BAS-RBB, dkt. 70 (S.D. Cal.). As class counsel in novel litigation challenging an insurance company’s pricing practices, she secured a \$15 million settlement after years of contested litigation. *Harris v. Farmers Insurance Exchange*, No. BC579498 (Cal. Sup. Ct.). She has also been named Class Counsel or Settlement Class Counsel in class

actions including *McNeil v. Capital One Bank, N.A.*, Case No.: 1:19-cv-00473-RER-TAM (E.D.N.Y.); *Tabak et al. v. Apple, Inc.*, Case No.: 4:19-CV-02455-JST (N.D. Cal.); *Harrold v. MUFJ Union Bank, N.A.*, Case No.: BC680214 (Superior Court of California, County of Los Angeles); *Webb, et al., v. City of Maplewood, Missouri*, Civil Action No. 4:16-CV-1703-CDP (E.D. Mo.); *Baker, et al., v. City of Florissant, Missouri*, Case No. 4:16-CV-1693 RHH (E.D. Mo.); *Jacobs v. FirstMerit Corporation, et. al.*, No. 11 CV000090 (Ct. Common Pleas, Lake County, Ohio); *Lambert v. Navy Fed. Credit Union*, No. 19-cv-00103-LO-MSN (E.D. Va.); *Smith v. Fifth Third Bank*, No. 1:18-cv-464-DRC-SKB (S.D. Ohio); *Clark v. Hills Bank & Tr. Co.*, No. LACV080753 (Iowa Dist. for Johnson Cty.); *Roy v. ESL Federal Credit Union*, No. 6:19-cv-06122-FPG-MJP (W.D.N.Y.); *Glass et al. v. Delta Community Credit Union*, No. 2019CV317322 (Super. Ct. of Fulton Cty., GA); and *Marino, et al. v. Coach, Inc.* No. 1:16-cv-01122-VEC (S.D.N.Y.). The *McNeil* litigation resulted in a \$16,000,000 settlement that has received preliminary approval, final approval pending. The *Tabak* litigation resulted in a \$35,000,000 settlement that has received preliminary approval, final approval pending. The *Harrold* litigation resulted in a \$5,000,000 settlement that has received preliminary approval, final approval pending. The *Baker* litigation resulted in a \$2,890,000 settlement that has received preliminary approval, final approval pending. The *Webb* litigation resulted in a \$3,250,000 settlement that has received final approval. The *Jacobs* litigation resulted in a \$15,975,000 settlement that has received final approval. The litigation against UPS resulted in a \$995,000 settlement that has been finally approved. The *Lambert* litigation resulted in a \$16 million settlement that has received final approval. The *Roy* litigation resulted in a \$1.7 million class settlement that received final approval. The *Glass* litigation resulted in a class settlement valued at \$2,825,502 that has received final approval. The *Marino* litigation resulted in a class settlement including, *inter alia*, over \$4.5 million of direct relief that received final approval. Ms. Gold is a graduate of the University of Michigan Law School, with an undergraduate degree also from the University of Michigan.

Hassan Zavareei, Partner and Co-Founder, 1995 Grad. Mr. Zavareei is one of the founders of Tycko & Zavareei LLP. He has served as lead counsel or co-counsel in dozens of class actions involving deceptive business practices, defective products, and/or privacy. He has been appointed to leadership roles in multiple cases. Mr. Zavareei is a 1995 graduate of Boalt Hall Law School, where he graduated as a member of the Order of the Coif. He received his Bachelor of Arts degree from Duke University in 1990, cum laude. Over the past twenty years, he has gained substantial experience handling complex civil litigation and class action litigation. He has taken several cases to trial, including jury trials that have lasted several months. He has argued appeals in

both the D.C. Circuit and the Fifth Circuit. He is a member in good standing of the District of Columbia, Maryland, and California bars. He serves as an editor of Duke Law Review's Guidance on New Rule 23 Class Action Settlement provisions.

David Lawler, Partner, 1997 Grad. Mr. Lawler received his law degree from Creighton University School of Law in 1997. He is a 1989 graduate of the University of California, Berkeley. He has over two decades of commercial litigation experience, including expertise in eDiscovery and complex case management. Since joining Tycko & Zavareei in 2012, he has represented consumers in numerous practice areas, including product liability, false labeling, deceptive and unfair trade practices, and antitrust class actions litigation.

Dia Rasinariu. Dia Rasinariu graduated *cum laude* from Harvard Law School in 2016. While in law school, Ms. Rasinariu served as an Executive Editor of the *Harvard Law Review*. She was also a member of HLS Lambda. Following law school, Ms. Rasinariu clerked for the Honorable Diana Gribbon Motz on the United States Court of Appeals for the Fourth Circuit. Ms. Rasinariu earned her Bachelor of Arts, with distinction, from Cornell University in 2011, with majors in Government and in Economics. Prior to joining Tycko & Zavareei LLP in 2021, Ms. Rasinariu was a litigation associate in the Washington, D.C. office of Jones Day. Ms. Rasinariu maintained an active pro bono practice, representing clients on civil rights, asylum, and domestic violence matters. Ms. Rasinariu is a member of the District of Columbia and Illinois state bars.

V Chai Oliver Prentice. V Chai Oliver Prentice joined Tycko & Zavareei in 2019. Prior to joining the firm, Mr. Prentice clerked for the Honorable Marsha S. Berzon of the United States Court of Appeals for the Ninth Circuit and worked as an associate at a boutique litigation firm in San Francisco. Mr. Prentice also previously served as a Rockefeller Brothers Fund Fellow in Nonprofit Law at the Vera Institute of Justice. Mr. Prentice graduated from Yale Law School in 2015. He earned an M.A. in Environmental Management from the Freie Universitaet Berlin in 2012 and graduated from the George Washington University in 2009 with a B.A. in International Affairs, *summa cum laude*. Mr. Prentice is admitted to the State Bar of California.

Sarah C. Kohlfhofer. Sarah C. Kohlfhofer is a trial attorney who joined Tycko & Zavareei in 2019. A former prosecutor with both the United States Attorney's Office for the District of Columbia and the Office of the Attorney General for the District of Columbia, Mrs. Kohlfhofer has tried to verdict over 30 cases. Mrs. Kohlfhofer also served for three years as a law clerk for the Honorable Barbara J. Rothstein on the United States District Court for the District of Columbia. Mrs. Kohlfhofer graduated from Boston

College Law School. During law school, Mrs. Kohlhofer worked for Northeast Legal Aid (formerly Neighborhood Legal Services), pursuing several class action lawsuits against major banks and mortgage servicers that had breached the terms of the U.S. Department of Treasury's Home Affordable Modification Program. Mrs. Kohlhofer is admitted to practice in the District of Columbia and the Commonwealth of Massachusetts.

Berger Montague

Jeffrey L. Osterwise, Senior Counsel, 2005 Grad. Jeffrey L. Osterwise is Senior Counsel at Berger Montague and a member of the firm's Consumer Protection and Mass Tort departments. He has significant experience pursuing relief for consumers, individuals, and businesses in a broad array of matters. Mr. Osterwise litigates class and individual claims against manufacturers of defective products, including automobiles, pharmaceuticals, solar panels, riding lawn tractors, and HVAC and plumbing products, among others. Mr. Osterwise contributed to significant recoveries in *Weiss, et al. v. SunPower Corporation*, No. 21-cv-384151 (Cal. Sup. Ct., Santa Clara Cty.) (\$4,750,000.00 common fund for defective solar modules); *Stringer, et al. v. Nissan North America*, No. 3:21-cv-00099 (M.D. Tenn.) (settlement valued at over \$350 million for defective transmissions); *Norman, et al. v. Nissan North America*, No. 3:18-cv-00588 (settlement valued at over \$400 million for defective transmissions); *Batista, et al. v. Nissan North America, Inc.*, No 1:14-cv-24728 (S.D. Fla) (settlement valued at over \$65 million for defective transmissions); *Rysewyk v. Sears Holdings Corp.*, No. 1:15-cv-4519 (N.D. Ill.) (class settlement valued at \$38 million for defective riding tractors); *Klug v. Watts Regul. Co.*, No. 8:15CV61 (D. Neb.) (\$14 million common fund for defective plumbing product); *Ajose v. Interline Brands, Inc.*, No. 3:14-CV-1707 (M.D. Tenn.) (\$16.5 million common fund for defecting plumbing product); and *Keith v. Ferring Pharms., Inc.*, No. 15 C 10381 (N.D. Ill.) (concerning a recalled fertility drug). Mr. Osterwise also has represented consumers challenging unfair business practices, including as class counsel in *Harris v. Farmers Insurance Exchange* (Cal. Super. Ct., L.A. Cty.) (\$15 million settlement on behalf of California auto insurance customers). He also obtained relief for fitness chain customers in *Vaughn v. L.A. Fitness International LLC*, No. 10-cv-2326 (E.D. Pa.). Mr. Osterwise is actively involved in the leadership of *In re The Glen Mills Schools Litigation*, No. 206000900 (Pa. Com. Pl., Phila. Cty.), concerning over 800 individual claims alleging physical and sexual abuse at a Pennsylvania reform school. He also represents individual survivors of childhood sexual abuse.

Finally, Mr. Osterwise has substantial experiencing representing shareholders, including in *Fox et al. v. Prime Group Realty Trust*, No. 1:12-cv-09350 (N.D. Ill.) (\$8.25 million settlement on behalf of preferred shareholders); *Dugan v. Towers, Perrin, Forster & Crosby, Inc.*, No. 2:09-CV-5099 (E.D. Pa.) (\$10 million common fund for former shareholders); *In re Mutual Funds Investment Litigation*, No. 04-md-15861-CCB (D. Md.) (\$14 million recovered for Scudder/Deutsche Bank mutual fund shareholders); and *In re Veeco Instruments Inc. Sec. Litig.*, No. 05-MDL-01695-CM (S.D.N.Y.) (\$5.5 million common fund). Mr. Osterwise is a graduate of the Duke University School of Law, with an undergraduate degree also from Duke University

Peter Kahana, Of Counsel (shareholder until 2021), 1980 Grad. Mr. Kahana is Of Counsel in Berger Montague's Insurance and Antitrust practice groups. He concentrates his practice in complex civil and class action litigation involving relief for insurance policyholders and consumers of other types of products or services who have been victimized by fraudulent conduct and unfair business practices. Significant class cases vindicating the rights of insurance policyholders or consumers in which Mr. Kahana was appointed as co-class counsel have included: settlement in 2012 for \$90 million of breach of fiduciary duty and negligence claims (certified for trial in 2009) on behalf of a class of former policyholder-members of Anthem Insurance Companies, Inc. ("Anthem") alleging the class was paid insufficient cash compensation in connection with Anthem's conversion from a mutual insurance company to a publicly-owned stock insurance company (a process known as "demutualization") (*Ormond v. Anthem, Inc., et al.*, USDC, S.D. Ind., Case No. 1:05-cv-01908 (S.D. Ind. 2012)); settlement in 2010 for \$72.5 million of a nationwide civil RICO and fraud class action (certified for trial in 2009) against The Hartford and its affiliates on behalf of a class of personal injury and workers compensation claimants for the Hartford's alleged deceptive business practices in settling these injury claims for Hartford insureds with the use of structured settlements (*Spencer, et al. v. The Hartford Financial Services Group, Inc., et al.*, 256 F.R.D. 284 (D. Conn. 2009)); settlement in 2009 for \$75 million of breach of contract, Unfair Trade Practices Act and insurance bad faith tort claims on behalf of a class of West Virginia automobile policyholders (certified for trial in 2007) alleging that Nationwide Mutual Insurance Company failed to properly offer and provide them with state-required optional levels of uninsured and underinsured motorist coverage (*Nationwide Mutual Insurance Company v. O'Dell, et al.*, Circuit Court of Roane County, W. Va., Civ. Action No. 00-C-37); and, settlement in 2004 for \$20 million on behalf of a class of cancer victims alleging that their insurer refused to pay for health insurance benefits for

chemotherapy and radiation treatment (*Bergonzi v. CSO, USDC, D.S.D.*, Case No. C2-4096). For his efforts in regard to the Bergonzi matter, Mr. Kahana was named as the recipient of the American Association for Justice's Steven J. Sharp Public Service Award, which is presented annually to those attorneys whose cases tell the story of American civil justice and help educate state and national policymakers and the public about the importance of consumers' rights. Mr. Kahana is a graduate of Villanova University School of Law, with an undergraduate degree from Dickinson College.

Goldstein Borgen Dardarian & Ho

David Borgen, Of Counsel, 1981 Grad. Mr. Borgen is currently Of Counsel with Goldstein, Borgen, Dardarian & Ho, PC, where he was a shareholder from 1998 through 2015. He is a former President of the College of Labor and Employment Lawyers, a frequent lecturer and author on litigation topics, has been named a "best lawyer," "super lawyer," or "top attorney" by numerous publications and ratings services, and has litigated dozens of cases to successful outcomes on behalf of plaintiffs and classes, including, among many others: *Garcia v. Oracle*, No. RG 07321026 (Superior Court, Alameda County) (co-counsel for three sub-classes of IT support employees seeking overtime pay; \$35 million class action settlement); *Rosenberg v. IBM*, No. 06-00430 PJH (N.D. Cal.) (Co-Counsel for putative nationwide FLSA and multi-state class of technical services workers; nationwide \$65 million settlement); *Bullock v. Automobile Club of Southern California*, No. SACV01-731GLT, 2002 WL 432003 (C.D. Cal.) (Lead counsel in FLSA collective action certified for over 500 opt-in Sales Agent plaintiffs, in conjunction with Rule 23 class,, \$19.5 million settlement); *Mitchell v. Metropolitan Life Ins. Co.*, No. 01-CIV-2112 (WHP) (S.D.N.Y.) (Co-lead counsel for nationwide class of female insurance sales agents and managers; \$13.4 million class settlement); *Babbitt v. Alberson's, Inc.*, No. C-92-1883-SBA (N.D. Cal.) (Statewide Title VII class action resulting in injunctive relief and \$29 million monetary settlement); *Butler v. Home Depot*, 70 FEP Cases 51 (N.D. Cal.) (Gender discrimination class action that resulted in monetary relief of \$87 million and injunctive relief covering the western region of Home Depot).

EXHIBIT C

Mehri & Skalet Task Table

Task	Jay Angoff (Partner) 1981	Cyrus Mehri (Partner) 1988	Steve Skalet (Partner) 1971	Christine Monahan (Associate) 2016	Aisha Rich (Associate) 2015	Jane Kim (Associate) 2019	Amelia Friedman (Fellow) 2013	Brienna Frye (Paralegal)	Lee-Ann Foster (Paralegal)	Mia Gettenberg (Law Clerk)	Total
Pre-suit Investigation, Factual Development, Client Meetings and Correspondence <i>Researched potential causes of action; researched potentially applicable federal laws and regulations; researched California state law; researched Allstate's corporate structure, disclosures, policies; interviewed clients; reviewed policies.</i>	113	3.6	12.7	1.25	6.1			0.8	0.3		137.75
Strategy, Case Analysis, Class Counsel Conferences <i>Strategy meetings internally and with co-counsel throughout the case</i>	224.2	28.4	4.5	5.5	45	11.1			1.5	0.8	321.00

Mehri & Skalet Task Table

Pleadings <i>Researched, drafted, and edited complaint; researched the viability of causes of action; researched, drafted and edited amended complaint.</i>	131.4	0.9	6.2	11.6	18.3				2.6		171.00
Motions Practice <i>Researched and drafted Opposition to Motion to Dismiss, Motion to Intervene in administrative proceedings, Motion for Sanctions, Motion to Compel Discovery, Opposition to Motion to Compel Expert Depositions, Motion to Stay, Court Appearances.</i>	316.35	42.1	1	33.3	14.1	17.8	25.2			1.4	451.25
Discovery <i>Promulgated discovery requests; negotiated protective order; negotiated ESI Protocol and ESI search terms; reviewed documents; analyzed class data; drafted deposition notices; took several depositions.</i>	456.1	6.6	0.7	101.2	176.1			42.7	13	41.9	838.30

Mehri & Skalet Task Table

<p>Case Management and Other Court Mandated Tasks</p> <p><i>Conducted case management conferences in administrative proceedings; prepared pre-trial scheduling orders; attended discovery conferences.</i></p>	117.45			8.7	1.7						127.85
<p>Expert Work</p> <p><i>Researched, interviewed, and engaged experts in administrative proceedings. Conferred with, and worked with, experts regarding their analysis, opinions, and pre-filed direct testimony submissions. Analysis of experts and opinions of experts for CDI, Consumer Watchdog, and Defendants. Motion practice regarding offensive and defensive motions to strike experts.</i></p>	244	1.8	0.3	0.2	69						315.30

Mehri & Skalet Task Table

Trial Preparation <i>Preparation for final Evidentiary Hearing in administrative proceedings</i>	50										50.00
Settlement <i>Engaged in settlement discussions with opposing counsel; coordinated settlement strategy with co-counsel; prepared mediation brief and supplemental mediation brief; attended XX full-day mediations; negotiated and finalized settlement agreement and all associated documentation.</i>	288	240.6	0.2	0.4	9.1	3.8			9.3		551.40
Preliminary Approval <i>Drafted motion for preliminary approval of class action settlement and accompanying declarations.</i>	25					46.6					71.60

Mehri & Skalet Task Table

<p>Class Notice</p> <p><i>Received and reviewed detailed bids from notice administrators; worked with notice administrator to develop notice plan and find cost-efficiencies; drafted notices; oversaw notice process</i></p>												
<p>Final Approval, Settlement Execution, Distribution of Common Fund (Estimated)</p> <p><i>Prepare motion for final approval and all supporting declarations, respond to class member inquiries, prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final approval motions.</i></p>	17.5	8.8										26.30

Mehri & Skalet Task Table

Travel											
<i>Traveling to/from California for agency and court proceedings or depositions</i>	12	11			20.8						43.80
Totals	1995	343.8	25.6	162.15	360.2	79.3	25.2	43.5	26.7	44.1	3105.55

Tycko & Zavareei Task Table

<u>Task</u>	<u>Andrea Gold</u>	<u>David Lawler</u>	<u>Dia Rasinariu</u>	<u>Em Cooper</u>	<u>Hassan Zavareei</u>	<u>Sarah Kohlhofer</u>	<u>V Prentice</u>	<u>Nicole Porzenheim (Paralegal)</u>	<u>James Morrison (Paralegal)</u>	<u>Total</u>
Pre-suit investigation, Factual Development, Client Meetings and Correspondence <i>Researched potential causes of action; researched potentially applicable federal laws and regulations; researched California state law; researched Allstate's corporate structure, disclosures, policies; interviewed clients; reviewed policies.</i>	13									13

Tycko & Zavareei Task Table

Task	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	Total
Strategy, Case Analysis, Class Counsel Conferences <i>Strategy meetings internally and with co-counsel throughout the case</i>	72.6	3	4.3		1.4	7.5	1.7			90.5
Pleadings <i>Researched, drafted, and edited complaint; researched the viability of causes of action; researched, drafted and edited amended complaint.</i>	16.9									16.9

Tycko & Zavareei Task Table

<u>Task</u>	<u>Andrea Gold</u>	<u>David Lawler</u>	<u>Dia Rasinariu</u>	<u>Em Cooper</u>	<u>Hassan Zavareei</u>	<u>Sarah Kohlhofer</u>	<u>V Prentice</u>	<u>Nicole Porzenheim (Paralegal)</u>	<u>James Morrison (Paralegal)</u>	<u>Total</u>
Motions Practice <i>Researched and drafted Opposition to Motion to Dismiss, Motion to Intervene in administrative proceedings, Motion for Sanctions, Motion to Compel Discovery, Opposition to Motion to Compel Expert Depositions, Motion to Stay.</i>	142.1		66			75.6	35	9.3	3.9	331.9

Tycko & Zavareei Task Table

Task	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	Total
Discovery <i>Promulgated discovery requests; negotiated protective order; negotiated ESI Protocol and ESI search terms; reviewed documents; analyzed class data; drafted deposition notices; took several depositions.</i>	231.4	220.6	25.7			449.4	3.7	34.7	1.8	967.3

Tycko & Zavareei Task Table

Task	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	Total
Case Management and Other Court Mandated Tasks <i>Conducted case management conferences in administrative proceedings; prepared pre-trial scheduling orders; attended discovery conferences.</i>	111.6		12.6			58.7	3.2	17.4	12.4	215.9

Tycko & Zavareei Task Table

<u>Task</u>	<u>Andrea Gold</u>	<u>David Lawler</u>	<u>Dia Rasinariu</u>	<u>Em Cooper</u>	<u>Hassan Zavareei</u>	<u>Sarah Kohlhofer</u>	<u>V Prentice</u>	<u>Nicole Porzenheim (Paralegal)</u>	<u>James Morrison (Paralegal)</u>	<u>Total</u>
Expert Work <i>Researched, interviewed, and engaged experts in administrative proceedings. Conferred with, and worked with, experts regarding their analysis, opinions, and pre-filed direct testimony submissions. Analysis of experts and opinions of experts for CDI, Consumer Watchdog, and Defendants. Motion practice regarding offensive and defensive motions to strike experts.</i>	117.8	1.2	72.8		.8	32.6	2.3	4.1	12.1	243.7

Tycko & Zavareei Task Table

Task	<u>Andrea Gold</u>	<u>David Lawler</u>	<u>Dia Rasinariu</u>	<u>Em Cooper</u>	<u>Hassan Zavareei</u>	<u>Sarah Kohlhofer</u>	<u>V Prentice</u>	<u>Nicole Porzenheim (Paralegal)</u>	<u>James Morrison (Paralegal)</u>	Total
Trial Preparation <i>Preparation for final Evidentiary Hearing in administrative proceedings</i>	58.5		46.5							105

Tycko & Zavareei Task Table

Task	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	Total
Settlement <i>Engaged in settlement discussions with opposing counsel; coordinated settlement strategy with co-counsel; prepared mediation brief and supplemental mediation brief; attended XX full-day mediations; negotiated and finalized settlement agreement and all associated documentation.</i>	191.1		54.8		29.3				1.8	277

Tycko & Zavareei Task Table

Task	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	Total
Preliminary Approval <i>Drafted motion for preliminary approval of class action settlement and accompanying declarations.</i>	74.2									74.2
Class Notice <i>Received and reviewed detailed bids from notice administrators; worked with notice administrator to develop notice plan and find cost-efficiencies; drafted notices; oversaw notice process</i>	11.7									11.7

Tycko & Zavareei Task Table

<u>Task</u>	<u>Andrea Gold</u>	<u>David Lawler</u>	<u>Dia Rasinariu</u>	<u>Em Cooper</u>	<u>Hassan Zavareei</u>	<u>Sarah Kohlhofer</u>	<u>V Prentice</u>	<u>Nicole Porzenheim (Paralegal)</u>	<u>James Morrison (Paralegal)</u>	<u>Total</u>
Final Approval, Settlement Execution, Distribution of Common Fund (Estimated) <i>Prepare motion for final approval and all supporting declarations, respond to class member inquiries, prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final approval motions.</i>	8.1			27.8						35.9
Totals	1,049.00	224.80	282.70	27.80	31.50	623.80	45.90	65.50	32.00	2,383.00

Travel Time: 27.30 – A. Gold, 24.40 – S. Kohlhofer

Berger Montague Task Table

Task	Jeffrey Osterwise Senior Counsel (2005)	Peter Kahana Of Counsel (1980)
<p>Pre-suit investigation, Factual Development, Client Meetings and Correspondence</p> <p><i>Researched potential causes of action; researched potentially applicable federal laws and regulations; researched California state law; researched Allstate's corporate structure, disclosures, policies; interviewed clients; reviewed policies.</i></p>	N/A	N/A
<p>Strategy, Case Analysis, Class Counsel Conferences</p> <p><i>Strategy meetings internally and with co-counsel throughout the case</i></p>	134	9.4
<p>Pleadings</p> <p><i>Researched, drafted, and edited complaint; researched the viability of causes of action; researched, drafted and edited amended complaint.</i></p>	2.7	7
<p>Motions Practice</p> <p><i>Researched and drafted Opposition to Motion to Dismiss, Motion to Intervene in administrative proceedings, Motion for Sanctions, Motion to Compel Discovery, Opposition to Motion to Compel Expert Depositions, Motion to Stay.</i></p>	131.7	44.3
<p>Discovery</p> <p><i>Promulgated discovery requests; negotiated protective order; negotiated ESI Protocol and ESI search terms; reviewed documents; analyzed class data; drafted deposition notices; took several depositions.</i></p>	311	N/A

Berger Montague Task Table

<p>Case Management and Other Court Mandated Tasks</p> <p><i>Conducted case management conferences in administrative proceedings; prepared pre-trial scheduling orders; attended discovery conferences.</i></p>	47.6	1
<p>Expert Work</p> <p><i>Researched, interviewed, and engaged experts in administrative proceedings. Conferred with, and worked with, experts regarding their analysis, opinions, and pre-filed direct testimony submissions. Analysis of experts and opinions of experts for CDI, Consumer Watchdog, and Defendants. Motion practice regarding offensive and defensive motions to strike experts.</i></p>	146.5	1.1
<p>Trial Preparation</p> <p><i>Preparation for final Evidentiary Hearing in administrative proceedings</i></p>	33.6	N/A
<p>Settlement</p> <p><i>Engaged in settlement discussions with opposing counsel; coordinated settlement strategy with co-counsel; prepared mediation brief and supplemental mediation brief; attended XX full-day mediations; negotiated and finalized settlement agreement and all associated documentation.</i></p>	173.2	0.2
<p>Preliminary Approval</p> <p><i>Drafted motion for preliminary approval of class action settlement and accompanying declarations.</i></p>	66.5	N/A

Berger Montague Task Table

<p>Class Notice</p> <p><i>Received and reviewed detailed bids from notice administrators; worked with notice administrator to develop notice plan and find cost-efficiencies; drafted notices; oversaw notice process.</i></p>	13.9	N/A
<p>Final Approval, Settlement Execution, Distribution of Common Fund (Estimated)</p> <p><i>Prepare motion for final approval and all supporting declarations, respond to class member inquiries, prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final approval motions.</i></p>	9.1	N/A
<p>Travel</p> <p><i>To/from California</i></p>	25.3	N/A
<p>Totals</p>	1095.1	63

Goldstein Borgen Dardarian & Ho Table

Task	David Borgen Partner (2005)	Jacqueline Thompson Senior Paralegal	Stuart Kilpatrick Paralegal
<p>Pre-suit investigation, Factual Development, Client Meetings and Correspondence <i>Researched potential causes of action; researched potentially applicable federal laws and regulations; researched California state law; researched Allstate's corporate structure, disclosures, policies; interviewed clients; reviewed policies.</i></p>	10	19.6	19.6
<p>Strategy, Case Analysis, Class Counsel Conferences <i>Strategy meetings internally and with co-counsel throughout the case</i></p>	9.9	0.6	
<p>Pleadings <i>Researched, drafted, and edited complaint; researched the viability of causes of action; researched, drafted and edited amended complaint.</i></p>	1.7	2.1	4.8
<p>Motions Practice <i>Researched and drafted Opposition to Motion to Dismiss, Motion to Intervene in administrative proceedings, Motion for Sanctions, Motion to Compel Discovery, Opposition to Motion to Compel Expert Depositions, Motion to Stay.</i></p>	18.8	24.2	0.4
<p>Discovery <i>Promulgated discovery requests; negotiated protective order; negotiated ESI Protocol and ESI search terms; reviewed documents; analyzed class data; drafted deposition notices; took several depositions.</i></p>	0.4	0.9	

Goldstein Borgen Dardarian & Ho Table

<p>Case Management and Other Court Mandated Tasks</p> <p><i>Conducted case management conferences in administrative proceedings; prepared pre-trial scheduling orders; attended discovery conferences.</i></p>	13.3	21.5	0.3
<p>Expert Work</p> <p><i>Researched, interviewed, and engaged experts in administrative proceedings. Conferred with, and worked with, experts regarding their analysis, opinions, and pre-filed direct testimony submissions. Analysis of experts and opinions of experts for CDI, Consumer Watchdog, and Defendants. Motion practice regarding offensive and defensive motions to strike experts.</i></p>			
<p>Trial Preparation</p> <p><i>Preparation for final Evidentiary Hearing in administrative proceedings</i></p>			
<p>Settlement</p> <p><i>Engaged in settlement discussions with opposing counsel; coordinated settlement strategy with co-counsel; prepared mediation brief and supplemental mediation brief; attended XX full-day mediations; negotiated and finalized settlement agreement and all associated documentation.</i></p>	7.9	7.2	
<p>Preliminary Approval</p> <p><i>Drafted motion for preliminary approval of class action settlement and accompanying declarations.</i></p>			

Goldstein Borgen Dardarian & Ho Table

<p>Class Notice</p> <p><i>Received and reviewed detailed bids from notice administrators; worked with notice administrator to develop notice plan and find cost-efficiencies; drafted notices; oversaw notice process.</i></p>			
<p>Final Approval, Settlement Execution, Distribution of Common Fund (Estimated)</p> <p><i>Prepare motion for final approval and all supporting declarations, respond to class member inquiries, prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final approval motions.</i></p>			
<p>Travel</p> <p><i>To/from California</i></p>			
<p>Totals</p>	62	76.1	25.1