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14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

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

18 Plaintiffs,

19 v.

20 ALLSTATE INSURANCE CO., AND
21 ALLSTATE INDEMNITY CO.,

22 Defendants.

No. 4:15-cv-04788-YGR

**NOTICE OF MOTION AND
MEMORANDUM IN SUPPORT OF
PLAINTIFF'S UNOPPOSED 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

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TABLE OF AUTHORITIES

Cases

Altavion, Inc. v. Konica Minolta Sys. Lab., Inc.,
226 Cal. App. 4th 26 (2014)..... 9

Beaver v. Tarsadia Hotels,
No. 11-CV-01842-GPC-KSC, 2017 U.S. Dist. LEXIS 160214, 2017 WL
4310707 (S.D. Cal. Sept. 28, 2017) 14

Bellinghausen v. Tractor Supply Co.,
306 F.R.D. 245 (N.D. Cal. 2015)..... 12

Berry v. Magic Memories U.S.,
2018 Cal. Super. LEXIS 21384 12, 14

Blum v. Stevenson,
456 U.S. 886 (1984)..... 9

Burlington v. Dague,
404 U.S. 557 (1992)..... 6

Camacho v. Bridgeport Fin., Inc.,
523 F.3d 973 (9th Cir. 2008)..... 9

Carillo-Hueso v. Ply Gem Indus. Inc.,
No. 34-2016-00195734-CU-OE-GDS (Sacramento Cnty. Super. Ct. June 29,
2017) 10

Dixon v. Cushman & Wakefield W., Inc.,
No. 18-cv-05813-JSC (N.D. Cal. Apr. 21, 2022) 10

Figueroa v. Capital One, N.A.,
No. 18cv692 JM(BGS), 2021 U.S. Dist. LEXIS 11962 (S.D. Cal. Jan. 21,
2021) 14

Flowers v. Twilio, Inc.,
No. RG16804363 (Alameda Cnty. Super. Ct. June 13, 2019)..... 10

Githieya v. Global Tel Link Corp.,
No. 1:15-cv-0986-AT (N.D. Ga. Aug. 30, 2022)..... 10

Hanlon v. Chrysler Corp.,
150 F.3d 1011 (9th Cir. 1998)..... 6

Herrera v. Stone Etc.,
2022 Cal. Super. LEXIS 81890 14

Hubbard v. RCM Techs. (USA), Inc.,
No. 19-CV-6363-YGR, 2021 U.S. Dist. LEXIS 208581 (N.D. Cal. Oct. 28,
2021) 16

In re Animation Workers Antitrust Litig.,
No. 14-CV-4062-LHK, 2016 U.S. Dist. LEXIS 156720, 2016 WL 6663005
(N.D. Cal. Nov. 11, 2016)..... 10

1 *In re Lithium Ion Batteries Antitrust Litig.*,
 2 No. 13-MD-02420 YGR (DMR), 2020 U.S. Dist. LEXIS 233547 (N.D. Cal.
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3 *In re Lithium Ion Batteries Antitrust Litig.*,
 4 No. 13-MD-02420 YGR, 2020 U.S. Dist. LEXIS 233607 (Dec. 10, 2020) 7

5 *In re MacBook Keyboard Litig.*,
 6 No. 5:18-cv-02813-EJD, 2023 U.S. Dist. LEXIS 92063 (N.D. Cal. May 25,
 2023) 10

7 *In re Telescopes Antitrust Litig.*,
 8 No. 20-cv-03642-EJD (VKD), 2023 U.S. Dist. LEXIS 134368 (N.D. Cal. Aug.
 2, 2023) 10

9 *Int'l Petroleum Prods. & Additives Co. v. Black Gold S.A.R.L.*,
 10 No. 19-cv-03004-YGR, 2020 U.S. Dist. LEXIS 27305 (N.D. Cal. Feb. 18,
 2020) 11

11 *Ketchum v. Moses*,
 12 24 Cal.4th 1122 (2001) 6

13 *Kieu Phan v. Uka's Big Saver Foods*,
 14 2019 Cal. Super. LEXIS 15790 12, 14

15 *Kranson v. Fed. Express Corp.*,
 16 No. 11-cv-05826-YGR, 2013 U.S. Dist. LEXIS 173499 (N.D. Cal. Dec. 11,
 2013) 8, 13

17 *Kumar v. Salov N. Am. Corp.*,
 18 No. 14-CV-2411-YGR, 2017 U.S. Dist. LEXIS 105463 (N.D. Cal. July 7,
 2017) 11

19 *Laffitte v. Robert Half Int'l, Inc.*,
 20 1 Cal.5th 480 (2016) 6, 9, 12

21 *Lashbrook v. City of San Jose*,
 22 No. 5:20-cv-01236-NC (N.D. Cal. Sept. 2, 2020) 10

23 *Lealoe v. Beneficial Cal., Inc.*,
 24 82 Cal. App. 4th 19 (2000)..... 6

25 *Lenard v. Buy Buy Baby, Inc.*,
 26 2019 Cal. Super. LEXIS 451 14

27 *Loretz v. Regal Stone, Ltd.*,
 28 756 F. Supp. 2d 1203 (N.D. Cal. 2010) 11

Martino v. Denevi,
 182 Cal.App.3d 553 (1986)..... 12

Nevarez v. Forty Niners Football Co., LLC,
 No. 5:16-CV-07013-LHK (N.D. Cal. July 23, 2020) 10

Nitsch v. DreamWorks Animation SKG Inc.,
 Case No. 14-CV-04062-LHK, 2017 U.S. Dist. LEXIS 86124, 2017 WL
 2423161 (N.D. Cal. June 5, 2017) 11

1 *Perez v. Rash & Assocs.*,
 2 No. 4:16-cv-3396-YGR, 2021 U.S. Dist. LEXIS 189889 (N.D. Cal. Oct. 1,
 2021) 13

3 *Rodriguez v. Cty. of L.A.*,
 4 891 F.3d 776 (9th Cir. 2018)..... 6

5 *Rodriguez v. United States Bank Nat'l Ass'n*,
 2022 Cal. Super. LEXIS 62099 12, 14

6 *Rodriguez v. W. Publ'g Corp.*,
 7 563 F.3d 948 (9th Cir. 2009)..... 15

8 *Ruvalcaba v. Amphenol Corp.*,
 2023 Cal. Super. LEXIS 90289 14

9 *Stanley Donen Films v. Twentieth Century Fox Film Corp.*,
 2018 Cal. Super. LEXIS 25900 12, 14

10 *Tryfonas, et. al v. The Allstate Corp., et al.*,
 11 Cir. Ct. Madison County, Illinois, No. 2016-L-000880..... 8

12 *Trzeciak v. Allstate Prop. & Cas. Ins.*,
 569 F. Supp. 3d 640 (E.D. Mich. 2021)..... 8

13 *Willey v. Techtronic Indus. N. Am.*,
 14 No. RG 16806307 (Alameda Cnty. Super. Ct. Aug. 4, 2017) 10

15 *Winterrowd v. Am. Gen. Annuity Ins.*,
 556 F.3d 815 (9th Cir. 2009)..... 12

16 *Yumori Kaku v. City of Santa Clara*,
 No. 17CV319862 (Santa Clara Cnty. Super. Ct. Jan. 22, 2019)..... 10

17 *Zungia v. Ancra Int'l*,
 18 2020 Cal. Super. LEXIS 72489 12, 14

19 **Other Authorities**

Adjusted Laffey Matrix.
 20 <http://www.laffeymatrix.com/see.html> 11

21 Brian T. Fitzpatrick,
An Empirical Study of Class Action Settlements and Their Fee Awards, 7 J.
 22 Empirical Legal Stud. 811 (2010)..... 13

23 Stuart J. Logan, Beverly C. Moore & Jack Moshman,
Attorney Fee Awards in Common Fund Class Actions, 24 Class Action Rep.
 24 167 (2003) 13

25 Theodore Eisenberg & Geoffrey P. Miller,
Attorney Fees and Expenses in Class Action Settlements: 1993-2008, 7 J.
 26 Empirical Legal Stud. 248 (2010)..... 13

27 Theodore Eisenberg, Geoffrey Miller & Roy Germano,
Attorneys' Fees in Class Actions: 2009-2013, 92 N.Y.U.L. Rev. 937 (2017)..... 13

28 William B. Rubenstein and Rajat Krishna,

1 Class Action Fee Awards: A Comprehensive Empirical Study..... 13
2 William B. Rubenstein et al.,
3 *Class Action Fee Awards 2006–2011: An Empirical Study, reprinted in 5*
4 Newberg and Rubenstein on Class Actions (6th ed.)..... 13
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NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT pursuant to Fed. R. Civ. P. 23(h), on May 22, 2024 at 2:00 p.m., or as soon after as the matter can 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 move for an Order approving an award of \$7.5 million dollars for attorneys’ fees, \$345,238.33 for reimbursement of litigation expenses, and a service award of \$5,000 to Ms. Stevenson for her service as the class representative. This motion is based on and supported by the Memorandum of Points and Authorities below, the Joint Declaration of Class Counsel, and the Declaration of Richard Pearl, Esq., which are being filed concurrently with this Motion. Class Counsel submit that the attorneys’ fees, litigation expenses, and Service Award requested are fair, reasonable, and appropriate and ask the Court to award them.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

3 After more than eight years of litigation, Plaintiffs have delivered a substantial class
4 Settlement, providing four complementary forms of relief. *First*, Allstate will pay \$25 million,
5 creating a non-reversionary, all-cash common Settlement Fund to resolve the claims in this case,
6 including attorneys' fees and costs. Dkt. 69-3 ¶ 68. *Second*, Allstate has agreed to non-monetary
7 relief prohibiting the company from using "any form of price optimization" to set private passenger
8 auto rates for California policyholders. That non-monetary relief addresses the challenged practice.
9 It is effectively a permanent ban on Allstate's use of price optimization in California: by its terms,
10 the non-monetary relief continues "unless and until" California law or the California Dept. of
11 Insurance ("CDI" or the "Department") were to explicitly approve price optimization (*id.* ¶ 73)—
12 and the chances of that appear to be slim to none. *Third*, Allstate has agreed to bring more
13 transparency to its auto-insurance rate setting: for the next 10 years, Allstate cannot even request
14 to raise the value (or "relativity") of any "rating factor" for automobile policies by more than 5%
15 over the actuarially "indicated" amount without providing a "specific written explanation." *Id.* ¶
16 72.¹ *Fourth*, in response to this litigation and as an additional part of this Settlement, on Feb. 3,
17 2023, Allstate has now filed a new class plan that does not consider an individual's or class's
18 willingness to pay a higher premium. With non-material exceptions, it does not use rating factor
19 relativities for either the multipolicy rating factor or the years-licensed rating factor that exceed
20 both indicated and current. As a result, Plaintiff's counsel estimate that Settlement Class members
21 will pay millions of dollars less per year in total for, due to Allstate's using the relativities in its
22 new class plan rather than those it used in its 2011 class plan. *See* Joint Decl. ¶17. Allstate disagrees
23 with this assertion and that its prior rating plan considered an individual's or class's willingness to
24 pay a higher premium.

25 _____
26 ¹ *See* Joint Declaration of Class Counsel in Support of Plaintiff's Unopposed Motion for Final
27 Approval of Class Action Settlement and Motion for Attorneys' Fees, Reimbursement of Litigation
28 Expenses, and Service Award ("Joint Decl.") at ¶¶ 4-7 for definitions and explanations of "class
plan," "rating factors," "relativities." Unless otherwise specifically defined herein, all capitalized
terms have the same meanings as the same terms in the Settlement Agreement.

1 Delivering this relief has been a labor intensive and risky undertaking. The legal and factual
2 issues have been novel and complex. Reviewing and analyzing Allstate's records (more than
3 400,000 pages) was arduous. And the case has been hard fought. Over the last eight-plus years,
4 Class Counsel have invested more than 6,800 hours of time and incurred out-of-pocket costs for
5 necessary litigation expenses of almost \$350,000, including \$224,677 in expert fees. Joint Decl. ¶¶
6 55, 61. This case models why, despite their social importance, class action challenges to insurance
7 company rate practices are rare. They often require an exceptional depth of knowledge about
8 insurance company practices and state insurance regulation, the specialized methods used by
9 insurance companies, actuaries, and regulators, and familiarity with the abstruse near inscrutability
10 of many insurance companies records and filings. At the same time, case like this one also present
11 hurdles posed by defenses rooted in primary jurisdiction and the filed-rate doctrine. This case—
12 and the Settlement Class—benefitted both from the unusual expertise possessed by one of the Class
13 Counsel here, Mr. Angoff, a former state Director of Insurance, and from Class Counsel's high
14 tolerance for risk.

15 For their efforts, the results they have delivered, and the risks they assumed over the last eight-
16 plus years, Class Counsel now request: (a) an award of \$7,500,000 in attorneys' fees, or 30% of the
17 common fund they created, producing a modest lodestar multiplier of 1.2; (b) reimbursement of the
18 approximately \$345,238.33 in expenses they have incurred to prosecute this case²; and (c) a service
19 award of \$5,000 for Ms. Stevenson, the Class Representative, for the time and effort she has
20 devoted to this case, and her perseverance for so many years, with so very little personally to gain.
21 *See generally* this District's Guidelines for Final Approval of Class Settlements, Guidelines 2 and
22 3 (attorneys' fees and service awards).

23 **A. Class Counsel's Efforts on Behalf of the Class.**

24 We provide, here, an overview of Class Counsel's work in this case. Class Counsel's Joint
25 Declaration, filed concurrently, provides more detail both about Class Counsel's efforts, expertise,
26

27 ² These expenses include \$20,000 for future costs that Class Counsel estimate they will incur
28 through final approval of the Settlement. Any portion of those estimated costs that are not actually
incurred by Class Counsel will be distributed to the Settlement Class.

1 and experience, as well as and the procedural history of this case. Biographies of Plaintiff's Counsel
2 are attached as Exhibit B to Class Counsel's Joint Declaration.

3 Class Counsel conducted an extensive, comprehensive pre-suit investigation. That
4 investigation included: (1) analyzing Allstate's relevant class plan, Cal. Code. Regs. tit. 10
5 § 2632.3(a), and rate filings Allstate had filed with the CDI for evidence of Allstate's use of price
6 optimization; (2) meeting and conferring with regulators and industry representatives at meetings
7 of the National Association of Insurance Commissioners to gather, share, exchange, and refine
8 views about industry participants' use of and regulators' responses to price optimization (and
9 related "adjustments" or deviations from actuarially indicated rates); (3) collecting and scrutinizing
10 materials regarding price optimization including materials on the topic by Allstate, trade
11 associations, and consumer groups; (4) refining and confirming the actuarial bases for challenging
12 price optimization with the assistance of a consulting actuarial expert; (5) reviewing and analyzing
13 the work product of the National Association of Insurance Commissioners' working group on price
14 optimization; (6) searching for former Allstate employees to speak to about Allstate's use of price
15 optimization; and (7) conducting exhaustive legal research regarding applicable sections of the
16 California Insurance Code and CDI regulations, CDI bulletins, instructions and guidance,
17 California's consumer protection statutes, and relevant caselaw. After this Court stayed these
18 proceedings to allow the CDI to exercise primary jurisdiction, the proceedings moved to that forum,
19 where Class Counsel immediately moved to intervene and took responsibility for seeing that the
20 Department Proceeding progressed as quickly as possible given agency constraints, including by
21 leading discovery. Joint Decl. ¶27.

22 Discovery was contested, labor-intensive, and extensive and went on for about three years.
23 After several motions to compel and an extensively negotiated ESI protocol, Allstate ultimately
24 produced more than 400,000 pages of documents, and Class Counsel assumed primary
25 responsibility for obtaining, reviewing and analyzing those documents. Joint Decl. ¶30. The
26 document review was arduous. Many of the most relevant documents were dense and technical,
27 including dozens of spreadsheets with dozens of tabs containing thousands of entries setting forth
28 indicated relativities, selected relativities, ratings factors, and exposures. *Id.* ¶31.

1 Once Class Counsel had marshalled the evidence from the document productions,
2 depositions commenced. Class Counsel took the lead for questioning each of Allstate’s witnesses
3 at their depositions.³ In total, Class Counsel deposed eight Allstate employees. Joint Decl. ¶34.
4 During fact discovery, Class Counsel uncovered evidence indicating discovery misconduct by
5 Allstate (which Allstate denies). Following extensive meet and confers on the issue, Class Counsel
6 briefed a motion for sanctions in the Department Proceeding and conducted written discovery and
7 depositions related to the issue. The CALJ had not heard argument on the motion at the time the
8 Parties entered into the proposed Settlement. *Id.*, at ¶35.

9 Throughout the Department Proceeding, Class Counsel consulted several insurance
10 experts—ultimately retaining Casualty Actuarial Society (“CAS”) Fellow and former CAS
11 President Robert Miccolis to offer opinions on Allstate’s use of price optimization and its impact
12 on Allstate’s customers. Throughout every stage of the Department Proceeding, Class Counsel also
13 conferred regularly with counsel for CDI and additional Intervenor Consumer Watchdog (CWD)
14 as to what Class Counsel was learning in discovery, to gain insights from CDI and CWD, and to
15 discuss strategies for the investigation and to prepare for the ultimate evidentiary hearing on the
16 merits. Joint Decl. ¶36.

17 In April 2021, at the conclusion of fact discovery, Class Counsel made an extensive
18 presentation to CDI and CWD, distilling the evidence revealed in discovery and shaping the parties’
19 strategies from that point forward. Joint Decl. ¶38.

20 As the Department Proceeding progressed toward a merits hearing, Class Counsel, the CDI,
21 CWD, and Allstate each submitted expert reports (in the form of “pre-filed” direct testimony).
22 Allstate also submitted pre-filed testimony of four fact witnesses. Joint Decl. ¶40.

23 In March of 2022, Class Counsel and Allstate filed *Daubert*-style cross-motions to strike
24 all or portions of each expert and fact witness’s pre-filed direct testimony (and related oppositions
25 and replies thereto), and Class Counsel prepared for the final evidentiary hearing—preparing
26

27
28 ³ Class Counsel also hired and paid for the court reporters and videographers used at all of the
depositions in the Department Proceeding. Joint Decl. ¶ 34, n. 2.

1 witness and exhibit lists, direct and cross examinations, and conferring with CDI and CWD about
2 trial strategy. Joint Decl. ¶43.

3 At the same time, mediation commenced, with four full-day mediation sessions conducted
4 in 2022 and multiple settlement discussions between the Parties, as well as between the Parties and
5 mediator Sanford Kingsley, between sessions. CDI and CWD participated in the mediation, but
6 Class Counsel took the lead, including preparing a detailed mediation statement and damages
7 analyses. Joint Decl. ¶45.

8 On the eve of the final pre-hearing conference (on Sunday Nov. 27, 2022, Thanksgiving
9 weekend, one day before the final pre-hearing conference scheduled for Nov. 28, and just one
10 week before the final evidentiary hearing (or trial), scheduled for Dec. 2, 2022), the Parties reached
11 an agreement in principle.

12 Even after Plaintiff and Allstate reached their agreement, Class Counsel actively
13 participated in contentious negotiations with all parties to the Department Proceeding to reach an
14 agreement on the language of a stipulation that, with the Commissioner's approval, would terminate
15 the Department Proceeding. With four sets of stakeholders (Plaintiff, CDI, CWD and Allstate),
16 negotiations were unusually protracted and challenging, and required reaching not only an
17 agreement resolving the claims in this case but also a stipulation to stay and ultimately terminate
18 the Department Proceeding, in which all parties also had stakes and interests. Ultimately, the
19 parties' agreement resolving the Department Proceeding depends on resolution of this case too; the
20 termination of the Department Proceeding is contingent on this Court's approval of the proposed
21 Settlement.

22 From the beginning of this case, throughout the Department Proceeding, and through
23 Settlement, Class Counsel assumed a primary role. Joint Decl. ¶¶ 27-47. Class Counsel's work
24 drove the discovery and case strategy in the Department Proceeding and delivered this Settlement.
25 Without Class Counsel's contributions, described above and in more detail in the Joint Declaration,
26 the relief could not have been delivered. *Id.*

1 **II. ARGUMENT**

2 **A. Class Counsel’s request for an attorneys’ fee award of 30% of the common**
 3 **Settlement Fund they have created is fair, reasonable, and appropriate.**

4 Because the claims in this case arise under California law, California rather than federal
 5 law governs the calculation and award of attorneys’ fees. *Rodriguez v. Cty. of L.A.*, 891 F.3d 776,
 6 809 (9th Cir. 2018) (noting that for cases brought under state law, attorneys’ fee awards are a
 7 “matter to which state law applies” and affirming an award with a multiplier of 2.0). *See also*
 8 Declaration of Richard Pearl, Esq. (“Pearl Decl.”), filed concurrently.

9 California law authorizes awarding fees “by choosing an appropriate percentage of the fund
 10 created.” *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480 (2016). *See also Ketchum v. Moses*, 24
 11 Cal.4th 1122 (2001) (finding unpersuasive the rationale of *Burlington v. Dague*, 404 U.S. 557
 12 (1992) and holding that multiplier adjustments to lodestars constitute “earned” compensation for
 13 an attorney’s willingness to take on contingent risk). In *Laffitte*, the Supreme Court of California
 14 awarded fees of one-third of the \$19 million common fund.

15 **1. A qualitative assessment of the results Class Counsel have delivered and**
 16 **the risks they ran supports an award of 30% of the common Settlement**
 17 **Fund rather than any lower percentage.**

18 Class Counsel have delivered real value and took large risks here, in a complex and novel
 19 case. A qualitative assessment of the relief and the risks justifies a fee award of 30% of the common
 20 fund they created.

21 California law, like Ninth Circuit law, allows consideration of a range of qualitative factors
 22 when ruling on a fee request. *See Laffitte*, 1 Cal.5th at 489 (giving examples, “including the quality
 23 of the representation, the novelty and complexity of the issues, the results obtained, and the
 24 contingent risk presented”) (quoting *Lealoe v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 26
 25 (2000)); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (similarly giving
 26 examples including “the quality of the representation, the benefit obtained for the class, the
 27 complexity and novelty of the issues presented, and the risk of nonpayment”).

28 Here, consideration of the following factors is appropriate and support a fee award of 30%
 (a) the significance of the monetary and non-monetary relief, (b) the public interest served by the

1 litigation and the public benefits provided by the settlement, (c) the quality of representation and
 2 the novelty and complexity of the issues litigated, (d) the opposition mounted by a well-funded
 3 defendant, and (e) the expense, opportunity costs, delayed Payment, and contingent risks that Class
 4 Counsel bore.

5 ***a. The monetary and non-monetary relief are substantial and***
 6 ***significant.***

7 The relief delivered for the benefit of over a million Californians (not to mention the
 8 prospective practice changes which benefit likely millions more) is robust. The non-reversionary
 9 cash recovery here is \$25 million. And the full value of the Settlement is increased by: (a) according
 10 to Plaintiff’s estimate, the future savings of several million more dollars per year under Allstate’s
 11 new class plan, which was filed in connection with this litigation and Settlement; and (b) the
 12 Settlement’s non-monetary relief (practice change) provisions, which effectively guarantee a
 13 permanent prohibition on Allstate’s use of price optimization and also increase transparency in rate
 14 setting.⁴ See Joint Decl. ¶¶ 14-18.

15 ***b. This case presented novelty, complexity, and uncertainty.***

16 Unlike the average wage-and-hour overtime case, or the average Rule 10b-5 “stock drop”
 17 material misstatement or omission case, the claims here were not run-of-the-mill. There’s not much
 18 here that could be recycled from other cases. The issues were novel.

19 The issues were also complex. Allstate’s formulas had no rating factor called “price
 20 optimization.” Allstate’s use of price optimization use had to be inferred. And without direct
 21 evidence and in the face of Allstate’s denials, persuading a fact-finder that the higher premiums
 22 that Allstate charged Class members resulted from price optimization was going to be challenging.
 23 Joint Decl. ¶¶ 11.

24
 25 _____
 26 ⁴ Compare *In re Lithium Ion Batteries Antitrust Litig.*, No. 13-MD-02420 YGR, 2020 U.S. Dist.
 27 LEXIS 233607, **77 and 90 (Dec. 10, 2020) (commending counsel for a settlement equal to “11.7
 28 percent of the single damages ... [allegedly] sustained,” which was an “excellent” result
 considering the circumstances and risks of the case).

1 In addition, the uncertainty attendant to the outcome is also evident from the *adverse*
2 outcomes in cases in other jurisdictions. In Michigan, Allstate defeated claims that it “committed
3 silent fraud by overcharging premiums based on non-risk factors ...” *Trzeciak v. Allstate Prop. &*
4 *Cas. Ins.*, 569 F. Supp. 3d 640, 643 (E.D. Mich. 2021). And in Illinois, when the same Class
5 Counsel litigating this case sued Allstate for price optimization in that state, Allstate defeated class
6 certification (under Illinois law). *Tryfonas, et. al v. The Allstate Corp., et al.*, Cir. Ct. Madison
7 County, Illinois, No. 2016-L-000880. Even though Class Counsel are confident that the
8 prerequisites for class certification are amply satisfied here, under Rule 23, maintaining class
9 certification here through trial remained a risk. And so did upcoming dispositive rulings on the
10 merits.

11 ***c. Allstate was vigorously defended, well-funded, and seemingly***
12 ***prepared to continue litigating for many more years.***

13 Class Counsel have been funding this case themselves and battling one of the largest
14 publicly held personal line insurers and biggest auto insurance companies in the country. Allstate
15 was vigorously defended, resisted discovery, denied that it engaged in price optimization, contested
16 expert opinions and moved to strike them. All of this increased Class Counsel’s risks. Allstate had
17 ample resources and was seemingly prepared to drag out this litigation, which has already lasted
18 eight-plus years, for many more years.

19 ***d. Class Counsel have incurred substantial expense, forgone other***
20 ***opportunities, worked for eight-plus years without payment, and***
21 ***shouldered real risks of a minimal recovery or no recovery.***

22 The Court has acknowledged “that two years and six months” can be “a significant
23 amount of time to wait to be awarded fees, particularly for a small firm.” *Kranson v. Fed. Express*
24 *Corp.*, No. 11-cv-05826-YGR, 2013 U.S. Dist. LEXIS 173499 (N.D. Cal. Dec. 11, 2013). Here,
25 the wait has been eight-plus years, during which Class Counsel, working in small firms, have
26 incurred significant carrying costs while also running the risk of a minimal or no recovery. They
27 could have been working on simpler, less risky cases with a higher expectation of easier and
28 quicker recoveries.

1 *e. Enforcing the Insurance Code serves a public interest, and the*
 2 *non-monetary relief obtained here provides a substantial public*
 3 *benefit.*

4 Protecting consumers from arbitrary and unfairly discriminatory insurance practices, as
 5 this Settlement does, serves the public interest and provides a substantial public benefit.

6 **2. The reasonableness of the requested fee is also confirmed by a lodestar**
cross-check.

7 Under California law, the Court has discretion to conduct a lodestar cross-check on a
 8 percentage fee, although, as the Supreme Court of California explained in *Laffitte*, a cross-check is
 9 not required. *Laffitte*, 1 Cal. 5th at 505-06 (“[W]e emphasize the lodestar calculation [if performed]
 10 ... does not override the ... primary determination of the fee as a percentage of the common fund
 11 ... We hold further that trial courts ... retain the discretion to forgo a lodestar cross-check ...”).
 12 Either way, a lodestar cross-check shows a modest lodestar multiplier here of 1.2x and therefore
 13 supports Class Counsel’s request.

14 *a. Class Counsel’s hourly rates align with prevailing hourly rates*

15 Generally, when determining a reasonable hourly rate, the relevant standard is the prevailing
 16 rate in the “relevant community,” *Blum v. Stevenson*, 456 U.S. 886, 895 (1984), which, in turn, is
 17 generally the legal community “where the court is located.” *Altavion, Inc. v. Konica Minolta Sys.*
 18 *Lab., Inc.*, 226 Cal. App. 4th 26, 71 (2014); *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979
 19 (9th Cir. 2008). In this case, that means the legal community “in the San Francisco Bay Area
 20 specializing in complex, high-stakes litigation.” *Perez v. Rash Curtis & Assocs.*, No. 4:16-cv-
 21 03396-YGR, 2020 U.S. Dist. LEXIS 68161, at *58 (N.D. Cal. Apr. 17, 2020).

22 Applying that framework, Class Counsel’s requested hourly rates—between \$500 and
 23 \$1075 for lawyers depending on seniority, and between \$325 and \$395 for paralegals—align with
 24 prevailing rates in this market. This alignment is shown by at least four measures:

25 A. The declaration of Richard Pearl, Esq. Mr. Pearl is the author of CEB’s *California*
 26 *Attorney Fee Awards* and has extensive knowledge of Bay Area hourly rates. In his declaration, he
 27 attests to the reasonableness of Class Counsel’s requested rates.
 28

1 B. The rates of Goldstein Borgen Dardarian and Ho (GBDH), a Bay Area firm, one of the
2 firms representing Plaintiff.⁵

3 C. Hourly rates that have been approved and awarded by this Court and by other courts in
4 this District for comparably experienced and skilled counsel litigating similarly complex civil cases
5 in this District.⁶ See also Pearl Decl. ¶35.

6
7 ⁵ GBDH's hourly rates have been approved by numerous courts, including by the following courts
8 in the last several years (proceeding chronologically): Order Granting Final Approval of Class &
9 PAGA Action Settlement, Serv. Awards to Class Reps., & Att'ys' Fees & Costs, *Carillo-Hueso v.*
10 *Ply Gem Indus. Inc.*, No. 34-2016-00195734-CU-OE-GDS (Sacramento Cnty. Super. Ct. June 29,
11 2017) (approving GBDH's 2017 hourly rates); J. & Final Order Approving Settlement of Class
12 Action, *Willey v. Techtronic Indus. N. Am.*, No. RG 16806307 (Alameda Cnty. Super. Ct. Aug. 4,
13 2017) ("*Willey Order*") (finding that GBDH's "2017 hourly rates are reasonable and commensurate
14 with the prevailing rates for class actions"); Order Re: Mot. for Att'ys' Fees, *Yumori Kaku v. City*
15 *of Santa Clara*, No. 17CV319862 (Santa Clara Cnty. Super. Ct. Jan. 22, 2019) ("*Yumori Kaku*
16 *Order*") ("[T]he Court finds the rates charged by Plaintiffs' attorneys and paralegals are
17 reasonable."); Order of Final Approval & J., *Flowers v. Twilio, Inc.*, No. RG16804363 (Alameda
18 Cnty. Super. Ct. June 13, 2019) (finding that GBDH's "2019 hourly rates are reasonable and
19 commensurate with the prevailing rates for class actions"); Order Granting Mot. for Final Approval
20 of Class Action Settlement; Granting Mot. for Serv. Awards; & Granting Mot. for Att'ys' Fees,
21 Costs, & Expenses, *Nevarez v. Forty Niners Football Co., LLC*, No. 5:16-CV-07013-LHK (N.D.
22 Cal. July 23, 2020), ECF No. 416 (finding GBDH's rates "reasonable in light of prevailing market
23 rates in this district"); Order Granting Final Approval of Class Action Settlement; Awarding Att'ys'
24 Fees & Serv. Award; J., *Lashbrook v. City of San Jose*, No. 5:20-cv-01236-NC (N.D. Cal. Sept. 2,
25 2020), ECF No. 25 (finding that GBDH's 2020 hourly rates were "within the market range of hourly
26 rates charged by attorneys of comparable experience, reputation, and ability for similar litigation");
27 Order Re: Mot. for Final Approval; Mot. for Att'ys' Fees, Costs, & Incentive Awards, *Dixon v.*
28 *Cushman & Wakefield W., Inc.*, No. 18-cv-05813-JSC (N.D. Cal. Apr. 21, 2022), ECF No. 156
(finding the requested rates, including GBDH's 2021 rates, "within the range of other rates
approved in wage and hour litigation in this district"); Order Granting Final Approval of Class
Action Settlement & Awarding Att'ys' Fees, Cost, & Expenses, *Githieya v. Global Tel Link Corp.*,
No. 1:15-cv-0986-AT (N.D. Ga. Aug. 30, 2022), ECF No. 369 (approving an attorneys' fees award
based on GBDH's 2022 hourly rates).

6 ⁶ See *In re Telescopes Antitrust Litig.*, No. 20-cv-03642-EJD (VKD), 2023 U.S. Dist. LEXIS
134368, at *8 (N.D. Cal. Aug. 2, 2023) (approving rates ranging from \$1,050 for a senior partner
to \$550/hour for a junior associate, noting that rates at level "are in line with what other courts in
this District have approved for "private plaintiffs' attorneys litigating complex civil cases in the
San Francisco Bay Area") (citing cases); *In re MacBook Keyboard Litig.*, No. 5:18-cv-02813-EJD,
2023 U.S. Dist. LEXIS 92063, at *43-44 (N.D. Cal. May 25, 2023) (approving rates of \$875-\$1,195
per hour for partners and \$385-\$850 per hour for associates); *In re Animation Workers Antitrust*
Litig., No. 14-CV-4062-LHK, 2016 U.S. Dist. LEXIS 156720, 2016 WL 6663005, at *6 (N.D. Cal.
Nov. 11, 2016) (approving rates of senior attorneys of between \$845 to \$1,200 per hour, in this
district, seven years ago in 2016); *Nitsch v. DreamWorks Animation SKG Inc.*, Case No. 14-CV-
04062-LHK, 2017 U.S. Dist. LEXIS 86124, 2017 WL 2423161, at *9 (N.D. Cal. June 5,

1 D. The rates of peer national class action firms that are some-time competitors and some-
 2 time co-counsel of Class Counsel’s firms, including, in this District, Lieff Cabraser Heimann &
 3 Bernstein. *See* Pearl Decl ¶ 36.

4 E. The Washington D.C. area rates by which two of the Class Counsel firms here, Mehri &
 5 Skalet and Tycko & Zavareei LLP, annually set their rates using the Adjusted Laffey Matrix.
 6 <http://www.laffeymatrix.com/see.html>. Although not determinative of the hourly rate here, the
 7 Adjusted Laffey Matrix can be informative, lending “some context” to the reasonableness of the
 8 rates requested here. *Int’l Petroleum Prods. & Additives Co. v. Black Gold S.A.R.L.*, No. 19-cv-
 9 03004-YGR, 2020 U.S. Dist. LEXIS 27305, at *10 (N.D. Cal. Feb. 18, 2020) (“Although
 10 the *Laffey* rates are not determinative of a reasonable hourly rate in the Bay Area legal market ...
 11 [they] lend[] some context to the reasonableness of counsel’s rate”). *See also In re Lithium Ion*
 12 *Batteries Antitrust Litig.*, No. 13-MD-02420 YGR (DMR), 2020 U.S. Dist. LEXIS 233547, at *35
 13 (N.D. Cal. Dec. 10, 2020) (“The Court finds the rates here are reasonable based on the Laffey
 14 matrix). This Court has previously approved hourly rates that were based on the Adjusted Laffey
 15 Matrix for Tycko & Zavareei LLP, one of the Class Counsel firms here. *See Kumar v. Salov N. Am.*
 16 *Corp.*, No. 14-CV-2411-YGR, 2017 U.S. Dist. LEXIS 105463, at * 24 (N.D. Cal. July 7, 2017)
 17 (finding that the hourly rates charged by Tycko & Zavareei LLP, which were determined using the
 18 Adjusted Laffey Matrix, “are reasonable and commensurate with those charged by attorneys with
 19 similar experience in the market”);

20 By all five of these measures, Class Counsel’s submitted rates are reasonable.

21 ***b. The hours class counsel expended were necessary and***
 22 ***reasonable.***

23 Counsel have billed more than 6,800 hours in this case. After more than eight years—for a
 24 case that was litigated and vigorously contested right up to the eve of the final evidentiary hearing,

25 _____
 26 2017) (approving rates for senior attorneys of between \$870 to \$1,200 per hour, in this district, in
 27 2017); *Loretz v. Regal Stone, Ltd.*, 756 F. Supp. 2d 1203, 1211 (N.D. Cal. 2010) (approving billing
 28 rates ranging from \$900 per hour for partners to \$150 per hour for law clerk for Bay Area plaintiff’s
 counsel in complex civil litigation, in 2010).

1 with discovery disputes and *Daubert* motions and with the Parties having fully prepared to try the
2 case—the hours here are reasonable. Pearl Decl. ¶41.

3 For the Court’s convenience, Exhibit C to the Joint Declaration summarizes the major tasks
4 undertaken and the hours that Class Counsel dedicated to them. *See generally* this District’s
5 Guidelines for Final Approval of Class Settlements, Guideline 2 (“categories of activities related
6 to the action by each biller”). Counsel’s detailed underlying time records are also available for *in*
7 *camera* review.⁷

8 **c. Empirical evidence shows that the 1.2x multiplier requested here**
9 **is smaller than the average multiplier.**

10 In *Laffitte*, the 33⅓ % award affirmed by the Supreme Court of California resulted in a
11 lodestar multiplier of “2.03 to 2.13.” 1 Cal.5th at 487. That is higher than the lodestar multiplier of
12 1.23x requested here.

13 Similarly, in other California cases cited above where the lodestar multiplier was specified,
14 the multiplier was higher than the request here. *See, e.g., Rodriguez*, 2022 Cal. Super. LEXIS
15 62099, *12 (multiplier of 2.13x); *Herrera*, 2022 Cal. Super. LEXIS 81890, **11 (1.26x); *Zungia*,
16 2020 Cal. Super. LEXIS 72489, *7 (1.99x); *Kieu Phan*, 2019 Cal. Super. LEXIS 15790, *7 (1.36x);
17 *Berry*, 2018 Cal. Super. LEXIS 21384, *14 (1.75x); *Stanley*, 2018 Cal Super. LEXIS 25900, *2
18 (2.74x). *See also* Pearl Decl. ¶43.

19 More broadly, there have been at least five empirical studies of lodestar multipliers. The
20 results of those studies are summarized in the following table:

21 ⁷ California law does not require review of time sheets. *Laffitte*, 1 Cal.5th at 505 (affirming that
22 trial courts have the direction to use “counsel declarations summarizing overall time spent, rather
23 than demanding and scrutinizing daily time sheets in which the work performed [is] broken down
24 by individual task”). *See also Winterrowd v. Am. Gen. Annuity Ins.*, 556 F.3d 815, 827 (9th Cir.
25 2009) (quoting *Martino v. Denevi*, 182 Cal.App.3d 553, 559 (1986)) (“Testimony of an attorney
26 as to the number of hours worked on a particular case is sufficient evidence to support an award of
27 attorney fees, even in the absence of detailed time records.”); *Bellinghausen v. Tractor Supply Co.*,
28 306 F.R.D. 245, 264 (N.D. Cal. 2015) (“[I]t is well established that the lodestar cross-check
calculation need entail neither mathematical precision nor bean counting . . . [courts] may rely on
summaries submitted by the attorneys and need not review actual billing records.” (citation omitted)
(internal quotation marks omitted)).

STUDY	YEARS STUDIED	NUMBER OF CASES	AVERAGE MULTIPLIER
William B. Rubenstein and Rajat Krishna, <i>Class Action Fee Awards: A Comprehensive Empirical Study</i> , William B. Rubenstein et al., <i>Class Action Fee Awards 2006–2011: An Empirical Study</i> , reprinted in 5 Newberg and Rubenstein on Class Actions § 15:89, Table 2 (6 th ed.)	2006-2011	790	1.42
Theodore Eisenberg, Geoffrey Miller & Roy Germano, <i>Attorneys' Fees in Class Actions: 2009-2013</i> , 92 N.Y.U.L. Rev. 937, 965 tbl. 12 (2017)	2009-2013	294	1.48
Brian T. Fitzpatrick, <i>An Empirical Study of Class Action Settlements and Their Fee Awards</i> , 7 J. Empirical Legal Stud. 811, 833–34 (2010).	2006-2007	204	1.65
Theodore Eisenberg & Geoffrey P. Miller, <i>Attorney Fees and Expenses in Class Action Settlements: 1993-2008</i> , 7 J. Empirical Legal Stud. 248, 272 tbl.14 (2010)	1993-2008	368	1.81
Stuart J. Logan, Beverly C. Moore & Jack Moshman, <i>Attorney Fee Awards in Common Fund Class Actions</i> , 24 Class Action Rep. 167 (2003)	1973-2003	1,120	3.89

What these data show is that across decades of class action practice, in thousands of cases throughout the country, the typical lodestar multiplier appears to be at least 1.5 times hourly rates in the *average* case. The requested lodestar multiplier here— of 1.2 times hourly rates— is lower than that. It is fair and reasonable. *See also Perez v. Rash Curtis & Assocs.*, (“Perez I”), No. 4:16-cv-03396-YGR, 2020 U.S. Dist. LEXIS 61861, **61-63 (N.D. Cal. April 17, 2020) (awarding attorneys’ fees equal to 33.33% of an \$89 million common fund, reflecting a lodestar multiplier of more than 13x); *Perez v. Rash & Assocs.*, (“Perez II”), No. 4:16-cv-3396-YGR, 2021 U.S. Dist. LEXIS 189889, **2, 14 (N.D. Cal. Oct. 1, 2021) (awarding attorneys’ fees equal to 37% of a common fund of \$75.6 million, reflecting a lodestar multiplier of 4.8x); *Kranson*, No. 11-cv-05826-YGR, 2013 U.S. Dist. LEXIS 173499 (N.D. Cal. Dec. 11, 2013) (awarding a multiplier of 1.5 in a

1 case in which the Court did “not believe that the issues presented [in this case were]... novel or
 2 overly complex,” noting that under California law “[f]ee enhancements serve an important
 3 purpose” in contingent cases). *See also* Pearl Decl. ¶44.

4 **3. There is ample case-law support for an attorneys’ fee award of one-**
 5 **third, but class counsel’s request here is more modest.**

6 At least two other federal district judges in this Circuit have accurately described that,
 7 “California courts routinely award attorneys’ fees of one-third of the common fund.” *Figueroa v.*
 8 *Capital One, N.A.*, No. 18cv692 JM(BGS), 2021 U.S. Dist. LEXIS 11962, at *24-25 (S.D. Cal. Jan.
 9 21, 2021) (quoting *Beaver v. Tarsadia Hotels*, No. 11-CV-01842-GPC-KSC, 2017 U.S. Dist.
 10 LEXIS 160214, 2017 WL 4310707, at *9 (S.D. Cal. Sept. 28, 2017)). It is common for state courts
 11 awarding fees under California law to award fees of 33⅓% while also noting that that 33⅓% “is
 12 the average generally awarded in class actions,” and that “[e]mpirical studies show that, regardless
 13 whether the percentage method or the lodestar method is used, fee awards in class actions average
 14 around one-third of the recovery”). *Ruvalcaba v. Amphenol Corp.*, 2023 Cal. Super. LEXIS 90289,
 15 *13 (Tsao, J.). Accord: *Rodriguez v. United States Bank Nat’l Ass’n*, 2022 Cal. Super. LEXIS
 16 62099, *11 (Riff, J.) (33⅓ %, noting that that “is the average generally awarded” and supported by
 17 empirical studies); *Herrera v. Stone Etc.*, 2022 Cal. Super. LEXIS 81890, **11-12 (Williams Court,
 18 J.) (same); *Zungia v. Ancra Int’l*, 2020 Cal. Super. LEXIS 72489, *7 (same); *Lenard v. Buy Buy*
 19 *Baby, Inc.*, 2019 Cal. Super. LEXIS 451, *17-18 (Nelson, J.) (same); *Kieu Phan v. Uka’s Big Saver*
 20 *Foods*, 2019 Cal. Super. LEXIS 15790, *6 (Williams Court, J.) (same); *Berry v. Magic Memories*
 21 *U.S.*, 2018 Cal. Super. LEXIS 21384, **13-14 (Hogue, J.) (same); *Stanley Donen Films v.*
 22 *Twentieth Century Fox Film Corp.*, 2018 Cal. Super. LEXIS 25900 (Berle, J.) (awarding 33.3% of
 23 \$12.6 million common fund).

24 Applying California law, Class Counsel’s request here for an award of 30% of the common
 25 Settlement Fund is fair, reasonable and appropriate. Pearl Decl. ¶¶ 4, 25, 32, 42. The 30% requested
 26 is \$830,000 less than the one-third awards that “California courts routinely award.” *Figueroa* 2021
 27 U.S. Dist. LEXIS 11962, at *24-25.⁸

28 ⁸ The common Settlement Fund is \$25 million. Thirty percent is \$7.5 million. One-third would be

1 **B. Class Counsel are also entitled to reimbursement of their submitted expenses,**
 2 **which have been necessary, reasonable, and appropriate.**

3 Counsel are entitled to reimbursement for standard out-of-pocket expenses they incur in
 4 investigating and prosecuting a case, and those expenses are payable out of the common fund. *Perez*
 5 *v. Rash Curtis*, 2020 U.S. Dist. LEXIS 68161, at **64-65 (citing cases). Over the last eight-plus
 6 years, Class counsel have advanced \$345,238.33 in out-of-pocket costs for the benefit of the Class.
 7 The categories of these expenses are itemized at paragraph 61, Table 2 of Class Counsel’s Joint
 8 Declaration.⁹ These costs were reasonable and are recoverable. Pearl Decl. ¶48.

9 **C. Class Counsel’s Request for a Service Award of \$5,000 for Ms. Stevenson, the**
 10 **Class Representative, is reasonable and appropriate.**

11 Service awards “are fairly typical in class action cases.” *Rodriguez v. W. Publ’g Corp.*, 563
 12 F.3d 948, 958 (9th Cir. 2009). They “are intended to compensate class representatives for work
 13 done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the
 14 action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Id.* at
 15 958-59. Here, Class Counsel request a Service Award for Andrea Stevenson, the Class
 16 Representative, in the amount of \$5,000, which is well within the range of service awards in this
 17 district, and is appropriate for Ms. Steven’s time, efforts, and perseverance over the last eight-plus
 18 years. She compiled documents, regularly corresponded with Counsel (participating in more than
 19 30 telephone calls regarding the case) and conferred with Counsel regarding settlement
 20 negotiations. Ms. Stevenson came forward to do these things, representing the interests of the Class,
 21 with very little personally to gain. *See generally* this District’s Guidelines for Final Approval of
 22 Class Settlements, Guideline 3.

23 “Because the laws are not self-enforcing, it is appropriate to give incentives to those who
 24 come forward with little to gain and at personal risk and who work to achieve a settlement that

25 _____
 \$8.3 million—\$833,333 more.

26 ⁹ Further itemization of Class Counsel’s expenses is available at the Court’s request.
 27
 28

1 confers substantial benefits on others.” *Hubbard v. RCM Techs. (USA), Inc.*, No. 19-CV-6363-
2 YGR, 2021 U.S. Dist. LEXIS 208581, at *17-18 (N.D. Cal. Oct. 28, 2021). The requested Service
3 Award, a modest \$5,000, should be approved.

4 **III. CONCLUSION**

5 Class Counsel’s work, in this Court and before the CDI, catalyzed the CDI to focus its
6 attention on alleged price optimization practices in California and to open an administrative
7 proceeding to investigate Plaintiff’s claim that Allstate was engaging in price optimization. It is the
8 result of Class Counsel’s leadership and crucial and extensive work in the Department Proceeding,
9 and because of the claims that Class Counsel filed on Plaintiff’s behalf, that Allstate has now
10 agreed, and Class Counsel have delivered, the substantial relief and reforms embodied in the
11 Settlement Agreement. Under that Agreement, negotiated by Class Counsel, Allstate has filed a
12 new class plan that, with non-material exceptions, lowers the relativities that class members have
13 complained about in this case, often by at least 10% compared to the higher relativities in
14 Allstate’s 2011 class plan that was in effect when this lawsuit was filed, thus saving class members
15 money; (b) Allstate has committed that, going forward, it will explain in writing the basis for any
16 relativity that exceeds the indicated relativity by more than 5%, a burden not placed on any other
17 insurer in California and one that will both enable the CDI to challenge that explanation, if
18 inadequate, and allow the public to see and evaluate Allstate’s explanation for itself; (c) Allstate
19 will pay \$25 million to resolve the claims in this case; and (d) Allstate has committed not to use
20 price optimization in California, in any form, for at least a decade. These are robust reforms and
21 achievements.

1 For all the reasons stated above, Class Counsel ask the Court to grant this motion, awarding
2 them attorneys' fees of \$7.5 million, constituting 30% of the common Settlement Fund recovery;
3 reimbursement of their out-of-pocket expenses of \$ 345,238.33; and awarding Ms. Stevenson, the
4 Class Representative, a Service Award of \$5,000.

5
6 Respectfully submitted this 4th day of March, 2024.

7 /s/ David Borgen

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

ALLSTATE INSURANCE CO., AND
ALLSTATE INDEMNITY CO.,

Defendants.

No. 4:15-cv-04788-YGR

**DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
ATTORNEYS' FEES, COSTS, 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 I, Richard M. Pearl, hereby declare:

2 1. I am an attorney at law licensed and duly admitted to practice before all the courts
3 of the State of California and a member in good standing of the California State Bar. If called as a
4 witness, I could and would competently testify to the following. I make this declaration in support
5 of Plaintiff's unopposed request for attorneys' fees and costs.

6 2. I am in private practice as the principal of my own law firm, the Law Offices of
7 Richard M. Pearl, in Berkeley, California. My practice now consists almost entirely of cases and
8 issues involving court-awarded attorneys' fees, expenses, and costs, including representation of
9 parties in fee litigation and appeals, consulting on fee issues, retention as an expert witness, and
10 service as a mediator and arbitrator in disputes concerning attorneys' fees and related issues. I have
11 been retained by Class Counsel in this case to render my opinion on the reasonableness of Plaintiffs'
12 unopposed request for an award of attorneys' fees equal to 30% of the Settlement Fund, or
13 \$7,500,000, plus reimbursement of \$345,238.33 in litigation expenses and costs.

14 3. To form my opinion on the reasonableness of the attorneys' fees and expenses that
15 Class Counsel requests, I have reviewed Class Counsel's Joint Declaration and their Fee Brief and
16 the exhibits to them. Those materials describe the history of this matter, the results achieved, the
17 individual lawyers' qualifications and experience, the nature of the work required by this case, and
18 the attorneys' fees and expenses they request. Counsel's documented lodestar based on
19 contemporaneous time records billed at the requested hourly rates is \$6,134,091.25. I have
20 examined the requested rates used to compute the lodestar for each individual attorney, along with
21 each attorney's experience and background.

22 **A SUMMARY OF MY OPINION**

23 4. In summary, based on my review, Class Counsel's request for a 30% common fund
24 fee in this case is reasonable considering the risks Class Counsel have taken in this case and the
25 results achieved. My opinion is also supported both by market evidence of private contracts
26 between sophisticated clients and lawyers for contingent representation and based on common-fund
27 fee awards found reasonable by the California courts, which often constitute 33⅓% of a common
28 fund, which is 10% more than Class Counsel are requesting here. My opinion of the reasonableness

1 of a 30% common fund fee also is also confirmed by a lodestar cross-check. At 30%, the \$7,500,000
2 fee request here results in a very modest multiplier of 1.2 on the \$6,134,091.26 lodestar. Based on
3 my experience and familiarity with the legal marketplace in this District, the hourly rates requested
4 are well within the range of hourly rates charged by comparably qualified and experienced attorneys
5 in the Northern District of California for complex litigation comparable to this case—as well as
6 consistent with the hourly rates awarded in other cases in this District and by other Bay Area courts
7 for attorneys with comparable litigation qualifications and experience performing similar services.
8 Likewise, having reviewed the procedural history of this case and the scope of the work performed,
9 it is my opinion that the number of hours billed by the law firms representing the Settlement Class
10 is entirely within the range that I would expect given the complexity of the factual and legal issues
11 raised in this case, the length of the proceedings, and the results achieved. And finally, a 1.2
12 multiplier is well within the range and, indeed, lower than the lodestar multipliers frequently found
13 reasonable by both federal and California courts in many comparable common fund cases.

14 5. I have also reviewed Plaintiff's requested costs and expenses, and in my opinion,
15 they are quite reasonable for a case of this breadth and complexity.

16 **MY PROFESSIONAL BACKGROUND AND EXPERIENCE**

17 6. Briefly summarized, my background is as follows: I am a 1969 graduate of Berkeley
18 School of Law (then Boalt Hall), University of California, Berkeley, California. I took the
19 California Bar Examination in August 1969 and learned that I had passed it in November of that
20 year, but because I was working as an attorney in Atlanta, Georgia for the Legal Aid Society of
21 Atlanta ("LASA"), I was not admitted to the California Bar until February 1970. I worked for
22 LASA until the summer of 1971, then went to work in California's Central Valley for California
23 Rural Legal Assistance, Inc. ("CRLA"), a statewide legal services program. From mid-1971
24 through mid-1974, I was a Staff Attorney then Directing Attorney of CRLA's four-attorney office
25 in McFarland California. From 1974 to 1977, I was the Directing Attorney of CRLA's Statewide
26 "Backup Center," a four-attorney program that worked with other California legal services
27 programs on their impact litigation. From 1977 to 1982, I was CRLA's Director of Litigation,
28 which, in addition to carrying my own caseload, required me to supervise more than fifty attorneys.

1 In 1982, I transitioned into private practice, first in a small law firm and then as a sole practitioner,
2 in which capacity I have practiced for the past 36 years.

3 7. Martindale Hubbell rates my law firm “AV Preeminent,” which according to
4 Martindale Hubbell represents the “highest level of professional, peer-reviewed excellence.” I have
5 been selected as a Northern California “Super Lawyer” in Appellate Law for the years 2005-2008
6 and 2010-2024, which represents the top 5% of lawyers in my field. I have also served as a member
7 of the California State Bar’s Attorneys’ Fees Task Force and have testified before the State Bar
8 Board of Governors and the California Legislature on attorney fee issues,

9 8. Since 1982, the focus of my legal work has been in general civil litigation and
10 appellate practice, with an increasing emphasis on cases and appeals involving attorney fee issues.
11 Over that period, I have lectured, trained, and written extensively on attorney fee issues. I am the
12 author of *California Attorney Fee Awards* (3d ed. Cal. Cont. Ed. of the Bar 2010), and its
13 cumulative annual Supplements between 2011 and March 2023. I also authored *California Attorney*
14 *Fee Awards* (2d ed. Cal. Cont. Ed. of the Bar 1994), and its 1995 through 2008 Annual
15 Supplements, as well as the 1984 through 1993 annual Supplements to the predecessor treatise,
16 *CEB’s California Attorney’s Fees Award Practice*.

17 9. Several courts have referred to my CEB treatise as “[t]he leading California attorney
18 fee treatise.” *Calvo Godwin & Jacob LLP v. Lujan*, 234 Cal. App. 4th 608, 621 (2015); *see also*,
19 *e.g.*, *Int’l Billing Servs., Inc. v. Emigh*, 84 Cal. App. 4th 1175, 1193 (2000) (“the leading treatise”);
20 *Stratton v. Beck*, 30 Cal. App. 5th 901, 911 (2018) (“a leading treatise”); *Orozco v. WPV San Jose,*
21 *LLC*, 36 Cal. App. 5th 375, 409 (2019) (“a leading treatise on California attorney’s fees”). It has
22 been cited with approval by the Supreme Court of California and Court of Appeal many other
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1 times,¹ as well as by many other California trial courts² and federal district courts.³

2 10. In addition to my treatise, I authored a federal manual on attorneys' fees entitled
3 Attorneys' Fees: A Legal Services Practice Manual, published by the Legal Services Corporation.
4 I am also the coauthor of the chapter on "Attorney Fees" in Volume 2 of CEB's Wrongful
5 Employment Termination Practice (2d ed. Calif. Cont. Ed. of the Bar 1997).

6 11. More than 98% of my current practice is devoted to issues involving reasonable
7 attorneys' fees. I have appeared as counsel of record in over 150 attorneys' fee applications in state
8 and federal courts, primarily representing other attorneys. I have also briefed and argued more than
9 40 appeals, at least 30 of which have involved attorneys' fees issues. These include five successful
10 attorneys' fee cases in the California Supreme Court.

11 12. I have been retained by various governmental entities, including the California
12 Attorney General's office, at my then-current rates, to consult with and then serve as their expert
13 regarding their affirmative attorney fee claims. *See, e.g., In re Tobacco Cases I*, 216 Cal. App. 4th
14 570, 584 (2013); *Dept. of Fair Employ. and Hous. v. Law Sch. Admission Council, Inc.*, No. 12-cv-
15 08130, 2018 WL 5791869, (N.D. Cal. Nov. 5, 2018).

16 13. I am frequently called on to opine about the reasonableness of attorneys' fees, and
17 numerous federal and state courts have relied expressly on my testimony on those issues.

18 14. Most recently, in *Wit v. United Behav. Health*, 578 F. Supp. 3d 1060, 1079 (N.D.
19 Cal. Jan. 5, 2022), vacated and remanded on the merits, 2023 U.S. App. LEXIS 33343 (9th Cir.

20
21 ¹ *See, e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 576, 584 (2004); *Lolley v. Campbell*,
22 28 Cal. 4th 367, 373 (2002); *In re Conservatorship of Whitley*, 50 Cal. 4th 1206, 1214–15, 1217
23 (2010); *Sonoma Land Trust v. Thompson*, 63 Cal. App. 5th 978, 986 (2021); *Yost v. Forestiere*, 51
24 Cal. App. 5th 509, 530 n.8 (2020); *Highland Springs Conference & Training Ctr. v. City of*
Banning, 42 Cal. App. 5th 416, 428, n.11 (2019); *Sweetwater Union High Sch. Dist. v. Julian Union*
Elementary Sch. Dist., 36 Cal. App. 5th 970, 988 (2019); *Hardie v. Nationstar Mortg. LLC*, 32 Cal.
App. 5th 714, 720 (2019); *Syers Props III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 698, 700 (2014).

25 ² *See, e.g., Davis v. St. Jude Hosp.*, No. 30-2012-00602596-CU-OE-CXC, 2018 WL 7286170, at
26 *4 (Orange Cty. Super. Ct. Aug. 31, 2018); *Hartshorne v. Metlife, Inc.*, No. BC576608, 2017 WL
1836635, at *10, (Los Angeles Super. Ct. May 02, 2017).

27 ³ *See In re Hurtado*, 2015 WL 6941127, No. 09-16160-A-13 (E.D. Cal. Nov. 6, 2015); *TruGreen*
28 *Companies LLC v. Mower Brothers, Inc.*, 953 F. Supp. 2d 1223, 1236 nn.50, 51 (D. Utah 2013).

1 2023), the district court stated it “place[d] significant weight on Pearl’s opinion that the rates
 2 charged by all of the timekeepers listed above are reasonable and ‘in line with the standard hourly
 3 noncontingent rates charged by Bay Area law firms that regularly engage in civil litigation of
 4 comparable complexity. ’ . . . Pearl has extensive experience in the area of attorney billing rates in
 5 this district and has been widely relied upon by both federal and state courts in Northern California
 6 (including the undersigned) in determining reasonable billing rates.”

7 15. In *Human Rights Defense Center v. County of Napa*, No. 20-cv-01296-JCS, 2021
 8 WL 1176640, at *11 (N.D. Cal. Mar. 28, 2021), the Court stated that it had “place[d] significant
 9 weight on the opinion of Mr. Pearl that the rates charged by all of the timekeepers listed above are
 10 reasonable and in line with the rates charged by law firms that engage in federal civil litigation in
 11 the San Francisco Bay Area.” The Court found that “Mr. Pearl has extensive experience in the area
 12 of attorney billing rates in this district and has been widely relied upon by both federal and state
 13 courts in Northern California [] in determining reasonable billing rates.” *Id.*

14 16. Likewise, in *Andrews v. Equinox Holdings, Inc.*, 570 F. Supp 3d 803, 807 (N.D.
 15 Cal. 2021), the court quoted the above language from the *Human Rights Defense Center* case and
 16 concluded : “This Court similarly finds Pearl’s opinions well supported and persuasive.” *Id.*

17 17. Through my writing and practice, I have become very familiar with the attorneys’
 18 fees charged by attorneys in California and elsewhere. I have obtained this familiarity in several
 19 ways, including by: (1) representing litigants and/or their attorneys in attorneys’ fee litigation;
 20 (2) serving as a consultant and/or expert in numerous fee matters; (3) discussing fees with other
 21 attorneys; (4) reviewing declarations regarding prevailing market rates and other factors filed in
 22 my and other attorneys’ cases; and (5) reviewing attorneys’ fee applications and awards in other
 23 cases, as well as surveys and articles on attorneys’ fees in the legal newspapers and treatises.

24 **I. Class Counsel’s Request For A 30% Common Fund Fee Recovery Is Reasonable.**

25 18. Under both California and federal law, the factors to be considered in determining
 26 the percentage of a common fund fee to award include, among other things: (i) the risks and
 27 potential value of the litigation; (ii) the contingency, novelty, and difficulty of the litigation; (iii)
 28

1 the skill shown by counsel; and (iv) the time spent on the case, as measured against a lodestar cross-
2 check. *Laffitte v. Robert Half Int'l Inc.* 1 Cal.5th 480, 504-505 (2016) (“*Laffitte*”); see also *Hanlon*
3 *v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (factors include “the quality of the
4 representation, the benefit obtained for the class, the complexity and novelty of the issues presented,
5 and the risk of nonpayment”).

6 19. Unlike federal courts in the Ninth Circuit applying federal common fund law,
7 California law does not recognize an explicit 25% “benchmark” to use in determining common
8 fund fees. *Laffitte*, 1 Cal.5th at 495-504. Many California courts have concluded that, in practice,
9 common fund awards average one-third of the recovery: “Empirical studies show that, regardless
10 of whether the percentage method or the lodestar method is used, fee awards in class actions average
11 around one-third of the recovery.” *Chavez v. Netflix, Inc.* 162 Cal.App.4th 43, 66, n. 11 (2008); see
12 also *In re Omnivision Technologies*, 559 F.Supp.2d 1036, 1047 (N.D. Cal. 2008) (“in most common
13 fund cases, the award exceeds [the 25%] benchmark”). In *Laffitte* itself, a wage-and-hour class
14 action, the California Supreme Court affirmed a 33.3% common fund fee. 1 Cal.5th at 505.4

15 20. In my opinion, a fee award in this case of 30% of the Settlement Fund is reasonable
16 under California law, based on the factors cited in *Laffitte* as well as other factors recognized in
17 common fund fee cases. The bases for that opinion are as follows:

18 21. First, one object of a common fund award is to set a fee that approximates the
19 probable terms of a contingent fee contract negotiated by sophisticated lawyers and clients in
20 comparable private litigation. See *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557
21 (2009) (common fund fee award should be “within the range of fees freely negotiated in the legal
22 marketplace in comparable litigation”); Silver, *A Restitutionary Theory of Attorneys’ Fees in Class*
23 *Actions*, 76 Cornell L. Rev. 656, 702-703 (1991) (goal “is to pay attorneys on terms they would
24 probably accept in an ex ante bargain, before the outcome of litigation is known”).

25 23. In my experience, in the private legal marketplace, even sophisticated clients
26 seeking representation on an entirely contingent basis for a novel and complex case against a well-

27 ⁴ Citations to legal authorities in this declaration are not intended as argument but only to offer
28 standards on which my opinions are based.

1 funded defendant often commit to pay at least 33.3% of any recovery, plus expenses, which is 10%
2 more than Counsel request here. The courts agree that this factor supports a comparable fee:
3 “Awarding a percentage fee of 34% is supported by the fact that typical contingency fee agreements
4 provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case
5 is tried.” *Fernandez v. Victoria Secret Stores, LLC*, 2008 WL 8150856, at *16 n.59 (C.D. Cal.
6 2008) (citing studies).

7 24. The experience of other experts regarding the size of contingent fees in the private
8 legal marketplace is similar to mine: that a 30% fee is at or below marketplace standards. *See* Expert
9 Report Of Professor Charles Silver On The Reasonableness Of Class Counsel's Requested Award
10 Of Attorneys' Fees And Expense Reimbursements, 2015 Misc. Filings LEXIS 8380, *41-43 (noting
11 that “sophisticated business clients regularly agree to pay fees in the same range” as personal-injury
12 clients, for whom “market” rates “normally equal or exceed one-third of the recovery”); Lester
13 Brickman, *ABA Regulation of Contingency Fees: Money Talks, Ethics Walks*, 65 *Fordham L. Rev.*
14 247, 248 (1996) (noting that “standard contingency fees” are “usually thirty-three percent to forty
15 percent of gross recoveries”). *See also* David L. Schwartz, *The Rise of Contingent Fee*
16 *Representation in Patent Litigation*, 64 *Ala. L. Rev.* 335, 360 (2012) (“[O]n the whole, the
17 contingent rates are similar to the ‘one-third’ that a stereotypical contingent personal injury lawyer
18 charges ... Of the agreements using a flat fee reviewed for this Article, the mean rate was 38.6%
19 of the recovery”); Trey Cox, *Alternative Fee Arrangements: Partnering with Clients through Legal*
20 *Risk Sharing*, 66 *THE ADVOCATE (TEXAS)* 20 (2011) (“A pure contingency fee arrangement is
21 the most traditional alternative fee arrangement. In this scenario, a firm receives a fixed or scaled
22 percentage of any recoveries in a lawsuit brought on behalf of the client as a plaintiff. Typically,
23 the contingency is approximately 33%, with the client covering litigation expenses”).

24 25. Counsel’s fee request here is well within this range. Given the prospective risks
25 and difficulties of this case, as well as the legal obstacles surmounted before the case settled, any
26 class member unquestionably would have found it reasonable to be able to obtain representation at
27 no cost unless counsel was successful, and then at a cost of only 30% of the total fund recovered
28 (after counsel’s expenses). This is especially true given Counsel’s willingness to advance more
than 6,800 hours of time and more than \$345,000 in costs, not including the cost of post-approval

1 services, with no hope of recovering those funds unless the case was successful. Viewed in the light
2 of these facts and authorities, a fee of only 30% of the total recovery is reasonable here.

3 26. Second, Class Counsel litigated this case for more than eight years, invested more
4 than 6,800 hours of work in the process, and advanced more than \$345,000 in out-of-pocket
5 expenses. If they had not been successful, all that time and money would have been lost. That is
6 an extraordinary risk.

7 27. Under California law, the “lodestar” represents the that would have been paid by a
8 fee-paying client on a non-contingent basis, win or lose. To arrive at a reasonable attorney’s fee
9 that mirrors the legal marketplace in a successful contingent case like this one, however, a lodestar
10 “multiplier” for the contingent nature of the representation is “not unexpected” or a “windfall.” To
11 the contrary, it is “earned” compensation.” As the California Supreme Court has recognized:

12 Under our precedents, the unadorned lodestar reflects the general local
13 hourly rate for a *fee-bearing case*; it does *not* include any compensation
14 for contingent risk, extraordinary skill, or any other factors a trial court
15 may consider under *Serrano III*. The adjustment to the lodestar figure,
16 e.g., to provide a fee enhancement reflecting the risk that the attorney
17 will not receive payment if the suit does not succeed, constitutes earned
18 compensation; unlike a windfall, it is neither unexpected nor fortuitous.
19 Rather, it is intended to approximate market-level compensation for
20 such services, which typically includes a premium for the risk of
21 nonpayment or delay in payment of attorney fees. In this case, for
22 example, the lodestar was expressly based on the general local rate for
23 legal services in a *noncontingent* matter, where a payment is certain
24 regardless of outcome.

25 *Ketchum v. Moses*, 24 Cal.4th 1122, 1138 (2001); see also *Santana v. FCA US LLC*, 56 Cal.
26 App. 5th 334, 351 (2020) (same). Federal law recognizes the same economic reality: “No one
27 expects a lawyer whose compensation is contingent upon his success to charge, when successful,
28 as little as he would charge a client who in advance had agreed to pay for his services, regardless

1 of success.” *City of Detroit v. Grinnell Corp.* 495 F.2d 448, 470 (2d Cir. 1974). For that reason,
2 federal law also requires that contingent risk be considered when calculating a common-fund fee.
3 See, e.g., *Fischel v. Equitable Life Assurance Society*, 307 F.3d 997, 1008 (9th Cir. 2002).

4 28. Third, the risk of not prevailing here was substantial. As Class Counsel’s Joint
5 Declaration and fee brief discuss, this case presented several exceptionally novel and difficult
6 issues. In my experience, those issues were significantly more novel, complex, difficult, and riskier
7 than the issues presented by many, if not most, class action lawsuits.

8 29. Fourth, as Class Counsel’s Joint Declaration and fee brief also discuss, the results
9 they have achieved here are substantial and significant. Four complementary forms of relief were
10 secured: (1) a \$25 million non-reversionary, all-cash common fund; (2) injunctive relief prohibiting
11 Allstate from using “any form of price optimization” to set private passenger auto rates for
12 California policyholders; (3) Allstate’s agreement that the company cannot even request to raise
13 the value (or “relativity”) of any “rating factor” for automobile policies by more than 5% over the
14 actuarially “indicated” amount without providing a “specific written explanation,” a stricter burden
15 than is placed on any other automobile insurer operating in California; and (4) in response to this
16 litigation and as an additional part of this settlement, on February 3, 2023, Allstate filed a new class
17 plan for automobile coverage, and in that plan it changed its relativities for automobile policies for
18 the first time since 2011, with newly selected relativities that are now actuarially sound and, with
19 minor exceptions, at or below indicated relativities. In my opinion, the excellent relief achieved by
20 Class Counsel also readily justifies a 30% fee in the legal marketplace.

21 30. Lastly, a 30% fee is entirely consistent with the percentage fees approved and found
22 reasonable by numerous California courts, state and federal. California state courts commonly
23 award 30-33% fees, including in cases with much larger recoveries than this one. For example, in
24 *In re Wackenhut Wage and Hour Cases*, Cal. Super. Ct. Los Angeles County, Judicial Council
25 Coordination Proceeding No. 4545, the Court awarded 33.33% of the \$130 million settlement fund.
26 More recently, in *Hoffman v. City of Los Angeles*, an action challenging the City’s sewer water tax
27 that resulted in a \$57 million fund, the court approved a 33.3% common fund fee. Cal. Super. Ct.
28 Los Angeles County, Case No. BC672326 (Order Granting Final Approval of Class Action
Settlement and Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class

1 Representative Service Awards, filed December 20, 2023, pp. 10-12). *See also ABM Industries*
 2 *Overtime Cases*, Judicial Council Coordination Proceeding No. CJC-07-004502 (Cal. Super. Ct.
 3 San Francisco County April 7, 2022) (approving 33.33% fee award from \$140 million settlement
 4 fund); *In re Micro Focus International plc Sec. Litig.*, No. 18CIV01549 (Cal. Super. Ct. San Mateo
 5 County, July 27, 2023) (awarding 33.0% of \$107,500,000 settlement fund); *Savaglio v. Wal-Mart*
 6 *Stores, Inc.*, No. C-835687-7 (Cal. Superior, Alameda County, Sept. 10, 2010) (awarding 35% of
 7 \$150,000,000 settlement fund); *In re Pacific Bell Late Fee Litig.*, No. MSC 10-0084 (Cal. Super.
 8 Ct. Contra Costa County, Oct. 21, 2013, (33% fee was awarded in a UCL challenge to Pac Bell’s
 9 late fee practices that resulted in a fund valued at \$28,281,873.93).⁵ And, as noted, the Supreme
 10 Court itself affirmed a 33.3% common fund award in *Laffitte*, a wage and hour class action. 1
 Cal.5th at 505.

11 31. Numerous federal courts applying California and federal law also are in accord. *See*,
 12 *e.g.*, *Smith v. CRST Van Expedited, Inc.* 2013 WL 163293, at *5 (S.D. Cal. 2013) (“Under the
 13 percentage method, California has recognized that most fee awards are 33 percent....”); *Angel*
 14 *Omar Alvarez v. XPO Logistics Cartage, LLC, et al.*, (C.D. Cal., No. 2:18-cv-03736-RGK-E, ECF
 15 No. 584, Feb. 17, 2022) (approving 33.33% fee award on \$20,000,000 settlement); *Boyd v. Bank*
 16 *of America Corp.* (C.D. Cal. 2014) 2014 WL 6473809, at **8-12 (33.3% of settlement fund); *Wren*
 17 *v. RGIS Inventory Specialists*, 2011 WL 1230826 (N.D. Cal. 2011) (42% of fund) ; *Fernandez v.*
 18 *Victoria Secrets, Inc.*, 2008 WL 8150856 (C.D. Cal. 2008) (34% of fund).⁶

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 21 ⁵ *See also* Exhibit B (listing select California state court decisions with fee awards of 33% or
 22 greater).

23 ⁶ *See also In re Pacific Enter. Sec. Litig.*, 47 F.3d 373 (9th Cir. 1995) (affirming 33-percent fee
 24 award in shareholder derivative action); *Williams v. MGM-Pathe Communications Co.*, 129 F.3d
 25 1026, 1027 (9th Cir. 1997) (same); *Chavez v. Converse, Inc.*, 2020 U.S. Dist. LEXIS 257679, 2020
 26 WL 10575028 (N.D. Cal. 2020) (awarding one-third of fund in wage and hour claim under
 27 California law); *Beaver v. Tarsadia Hotels*, 2017 U.S. Dist. LEXIS 160214 (S.D. Cal. 2017) (33%
 28 of fund); *Aguilar v. Wawona Frozen Foods*, 2017 WL 117789 (E.D. Cal. 2017) (33% of fund);
Emmons v. Quest Diagnostics Clinical Labs, Inc., 2017 WL 749018 (E.D. Cal. 2017) (33% fee
 approved in wage and hour claim under California law); *Wren v. RGIS Inventory Specialists* 2011
 WL 1230826 (N.D. Cal. 2011) (42% of fund).

1 **II. A Lodestar Cross-Check Confirms My Opinion that a 30% Fee Is**
 2 **Reasonable and Appropriate.**

3 32. My opinion that a 30% fee is reasonable is confirmed by my cross-check of that fee
 4 against a lodestar-multiplier based fee. See *Laffitte, supra*, 1 Cal.5th at 496. My lodestar cross-
 5 check looked at three factors: (a) the reasonableness of the hourly rates used to calculate the
 6 lodestar; (b) the reasonableness of the hours worked that are included in the lodestar; and (c) the
 7 “multiplier” on lodestar represented by a 30% fee. In my opinion, all three are reasonable.

8 **A. Class Counsel’s Hourly Rates Are Reasonable.**

9 33. Under California law, Counsel’s requested hourly rates are reasonable if they are
 10 “within the range of reasonable rates charged by and judicially awarded comparable attorneys for
 11 comparable work.” *Children’s Hosp. & ed. Ctr. v. Bonta*, 97 Cal.App.4th 740, 783 (2002).

12 34. The hourly rates requested here on which I base my opinion are set out in Table 1
 13 of Counsel’s Joint Declaration. Table 1 lists each timekeeper’s name, law firm, position, law school
 14 graduation year, and rate requested. All Class Counsel, including Mehri & Skalet, Tycko &
 15 Zavareei, and Berger Montague, have based their rates on the 2023 hourly rates charged by and
 16 found reasonable for Goldstein Borgen Dardarian & Ho (“GBDH”), one of Plaintiff’s counsel here.
 17 In my opinion, those rates squarely meet the requirements of California law.

18 35. GB DH is a well-respected local class action law firm. Its rates have been approved
 19 and awarded by numerous courts, and in my opinion, are quite mainstream for class action law
 20 firms both in this District and nationally.⁷ GB DH’s rates therefore are an appropriate and reasonable
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22
 23
 24 ⁷ GB DH’s hourly rates have been approved by numerous courts, including by the following courts
 25 in the last several years (in chronological order): Order Granting Final Approval of Class & PAGA
 26 Action Settlement, Serv. Awards to Class Reps., & Att’ys’ Fees & Costs, *Carillo-Hueso v. Ply Gem*
 27 *Indus. Inc.*, No. 34-2016-00195734-CU-OE-GDS (Sacramento Cnty. Super. Ct. June 29, 2017)
 28 (approving GB DH’s 2017 hourly rates); J. & Final Order Approving Settlement of Class Action,
Willey v. Techtronic Indus. N. Am., No. RG 16806307 (Alameda Cnty. Super. Ct. Aug. 4, 2017)
 (“*Willey Order*”) (finding that GB DH’s “2017 hourly rates are reasonable and commensurate with

1 measure of the hourly rates requested by GBDH’s co-counsel for the type of complex class action
 2 litigation that has taken place here: GBDH’s co-counsel each practice in areas that are very similar
 3 to GBDH; each is comprised of attorneys whose backgrounds, skill, experience, and reputation are
 4 quite comparable to GBDH attorneys; and each appears to have performed work in this case at a
 5 level of skill comparable to GBDH attorneys. Given these similarities, GBDH’s rates provide
 6 strong support for Class Counsel’s requested rates here .
 7

8 36. As another measure, I have also compared the requested rates here to the July 2023
 9 rates of lawyers at Lief Cabraser Heimann & Bernstein, another local firm that competes in the
 10 same legal market as GBDH and Class Counsel and engages in similar class action work with
 11 comparably qualified attorneys. That comparison shows that GBDH’s rates, which are also Class
 12 Counsel’s requested rates, are consistent with, and in some cases lower than, Lief’s rates. For
 13 example, in July 2023, Lief’s hourly rates for 1993 and 1998 grads were \$1,230 and \$1,080,
 14

15
 16 the prevailing rates for class actions”); Order Re: Mot. for Att’ys’ Fees, *Yumori Kaku v. City of*
 17 *Santa Clara*, No. 17CV319862 (Santa Clara Cnty. Super. Ct. Jan. 22, 2019) (“*Yumori Kaku Order*”)
 18 (“[T]he Court finds the rates charged by Plaintiffs’ attorneys and paralegals are reasonable.”); Order
 19 of Final Approval & J., *Flowers v. Twilio, Inc.*, No. RG16804363 (Alameda Cnty. Super. Ct. June
 20 13, 2019) (finding that GBDH’s “2019 hourly rates are reasonable and commensurate with the
 21 prevailing rates for class actions”); Order Granting Mot. for Final Approval of Class Action
 22 Settlement; Granting Mot. for Serv. Awards; & Granting Mot. for Att’ys’ Fees, Costs, & Expenses,
 23 *Nevarez v. Forty Niners Football Co., LLC*, No. 5:16-CV-07013-LHK (N.D. Cal. July 23, 2020),
 24 ECF No. 416 (finding GBDH’s rates “reasonable in light of prevailing market rates in this district”);
 25 Order Granting Final Approval of Class Action Settlement; Awarding Att’ys’ Fees & Serv. Award;
 26 J., *Lashbrook v. City of San Jose*, No. 5:20-cv-01236-NC (N.D. Cal. Sept. 2, 2020), ECF No. 25
 27 (finding that GBDH’s 2020 hourly rates were “within the market range of hourly rates charged by
 28 attorneys of comparable experience, reputation, and ability for similar litigation”); Order Re: Mot.
 for Final Approval; Mot. for Att’ys’ Fees, Costs, & Incentive Awards, *Dixon v. Cushman &*
Wakefield W., Inc., No. 18-cv-05813-JSC (N.D. Cal. Apr. 21, 2022), ECF No. 156 (finding the
 requested rates, including GBDH’s 2021 rates, “within the range of other rates approved in wage
 and hour litigation in this district); Order Granting Final Approval of Class Action Settlement &
 Awarding Att’ys’ Fees, Cost, & Expenses, *Githieya v. Global Tel Link Corp.*, No. 1:15-cv-0986-
 AT (N.D. Ga. Aug. 30, 2022), ECF No. 369 (approving attorneys’ fees award based on GBDH’s
 2022 hourly rates).

1 respectively. See ECF 1453 at 20 in *Chen-Oster v. Goldman Sachs*, No. 1:10-cv-6950-AT-RWL
2 (S.D.N.Y.). By contrast, the requested rate here for Mr. Angoff (a 1978 law graduate) and for Mr.
3 Mehri (a 1988 law graduate), is \$1,075, which is lower than Lief's rates for more junior lawyers.
4 For 2004 and 2005 law graduates (Ms. Gold and Mr. Osterwise), the requested rates here is \$925,
5 while Lief's 2023 rates were between \$900 and \$955. *Id.*

6
7 37. As a third measure, I have also reviewed the rates established by the Adjusted
8 Laffey Matrix, <http://www.laffeymatrix.com/sec.html>. The requested rates here also align with
9 those rates. Although not determinative of the hourly rates here, the Adjusted Laffey Matrix can
10 be informative, lending "some context" to the reasonableness of the rates requested here. *Int'l*
11 *Petroleum Prods. & Additives Co. v. Black Gold S.A.R.L.*, No. 19-cv-03004- YGR, 2020 U.S.
12 Dist. LEXIS 27305, at *10 (N.D. Cal. Feb. 18, 2020) ("Although the *Laffey* rates are not
13 determinative of a reasonable hourly rate in the Bay Area legal market ... [they] lend[] some
14 context to the reasonableness of counsel's rate"). See also *In re Lithium Ion Batteries Antitrust*
15 *Litig.*, No. 13-MD-02420 YGR (DMR), 2020 U.S. Dist. LEXIS 233547, at *35 (N.D. Cal. Dec.
16 10, 2020) ("The Court finds the rates here are reasonable based on the Laffey matrix). For
17 example, the Laffey rates for Mr. Angoff and Mr. Mehri are \$1057 per hour.⁸ Their \$1075 rate
18 here is squarely in line. In addition, this Court has previously approved hourly rates that were
19 based on the Adjusted Laffey Matrix for Tycko & Zavareii, one of the Class Counsel firms here.
20 See, e.g., *Kumar v. Salov N. Am. Corp.*, No. 14-CV-2411-YGR, 2017 U.S. Dist. LEXIS 105463,
21 at * 24 (N.D. Cal. July 7, 2017) (finding that the hourly rates charged by Tycko & Zavareii LLP,
22 which were determined using the Adjusted Laffey Matrix, "are reasonable and commensurate
23
24
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26

27 ⁸ If adjusted for differences in the cost of living pursuant to figures cited in the January 2, 2024
28 Judicial Salary Plan Pay Rates Table (*See* [www.uscourts.gov/Careers/compensation/judiciary-salary-plan-pay-rate.](http://www.uscourts.gov/Careers/compensation/judiciary-salary-plan-pay-rate)), those rates would be 12.15 % higher -- \$1,185 per hour.

1 with those charged by attorneys with similar experience in the market”). A similar comparison is
 2 appropriate here.

3 38. As a fourth step, I have also compared the rates requested here to rates
 4 previously awarded in this District to counsel who, like Class Counsel here, “specializ[e] in
 5 complex, high-stakes litigation.” *Perez v. Rash Curtis & Assocs.*, No. 4:16-cv-03396-YGR, 2020
 6 U.S. Dist. LEXIS 68161, at *58 (N.D. Cal. Apr. 17, 2020). For example, in *Wit v. United*
 7 *Behavioral Health*, 578 F.Supp.3d 1060 (N.D. Cal. Jan. 5, 2022), *vacated and remanded on other*
 8 *grounds by* 2023 U.S. App. LEXIS 33343 (9th Cir. 2023), a class action challenge to an
 9 insurance company’s practices like this case, the district the court found the following hourly
 10 rates reasonable:
 11

Firm	Level	Years of Experience	Rate
Zuckerman Spaeder			
	Partner	35, 39	\$1,145
	Partner	24	\$1,040
	Partner	21	\$980

12
 13
 14
 15
 16
 17
 18
 19 Other examples include: *In re Telescopes Antitrust Litig.*, No. 20-cv-03642-EJD (VKD), 2023
 20 U.S. Dist. LEXIS 134368, at *8 (N.D. Cal. Aug. 2, 2023) (approving rates ranging from \$1,050
 21 for a senior partner to \$550/hour for a junior associate, noting that rates at level “are in line with
 22 what other courts in this District have approved for "private plaintiffs' attorneys litigating complex
 23 civil cases in the San Francisco Bay Area") (citing cases); *In re MacBook Keyboard Litig.*, No.
 24 5:18-cv-02813-EJD, 2023 U.S. Dist. LEXIS 92063, at *43-44 (N.D. Cal. May 25, 2023)
 25 (approving rates of \$875-\$1,195 per hour for partners and \$385-\$850 per hour for associates); *In*
 26 *re Animation Workers Antitrust Litig.*, No. 14-CV-4062-LHK, 2016 U.S. Dist. LEXIS 156720,
 27
 28

1 2016 WL 6663005, at *6 (N.D. Cal. Nov. 11, 2016) (approving rates of senior attorneys of
2 between \$845 to \$1,200 per hour, in this district, seven years ago in 2016); *Nitsch v. DreamWorks*
3 *Animation SKG Inc.*, Case No. 14-CV-04062-LHK, 2017 U.S. Dist. LEXIS 86124, 2017 WL
4 2423161, at *9 (N.D. Cal. June 5, 2017) (approving rates for senior attorneys of between \$870 to
5 \$1,200 per hour, in this district, in 2017).

6
7 39. By all these measures, in my opinion, Class Counsel’s requested rates are
8 reasonable and fully support the 30% fee they have requested.

9 **B. Class Counsel’s Lodestar Hours Are Reasonable.**

10 40. In common fund cases, lodestar cross-checks of the hours spent by Class Counsel
11 do not require the same type of hour-by-hour review as lodestar-based fee claims, and I have not
12 done such a review. As the California Supreme Court has recognized, “[T]rial courts conducting
13 lodestar cross-checks have generally not been required to closely scrutinize each claimed attorney-
14 hour” and may rely on “counsel declarations summarizing overall time spent, rather than
15 demanding and scrutinizing daily time sheets” *Laffitte*, 1 Cal.5th at 505 (internal quotation
16 omitted). Other courts agree. *See, e.g., Aguilar v. Wawona Frozen Foods*, 2017 WL 2214936, at
17 *6 (E.D. Cal. 2017) (“[I]t is well established that ‘[t]he lodestar cross-check calculation need entail
18 neither mathematical precision nor bean counting. . . [courts] may rely on summaries submitted by
19 the attorneys and need not review actual billing records.’”) (internal citations omitted); *Sutter*
20 *Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (“Lief Cabraser . . . did not
21 submit hourly timesheets . . . [A]nd [w]e see no reason why [the judge] could not accept the
22 declarations of counsel attesting to the hours worked” rather than demanding and examining hourly
23 timesheets).

24
25
26 41. Here, I have reviewed Class Counsel’s Joint Declaration describing their work in
27 this case, including the tables categorizing the time spent on different tasks and aspects of the case.
28

1 Given the complexity and stakes at issue in the case, Allstate’s staunch defense, the level of
 2 interaction that was necessary with experts, and how many years it took to litigate to a successful
 3 conclusion, in my opinion and based on my experience reviewing the number of hours spent in
 4 numerous similar cases over the years, Class Counsel’s expenditure of about 6,800 hours is well
 5 within the range I would have expected and perfectly appropriate to the issues and stakes involved.
 6

7 **C. The 1.2 Multiplier Resulting from a 30% Fee Is Reasonable and Appropriate.**

8 42. Given a reasonable lodestar of \$6,134,091.25, Class Counsel’s request for 30% of
 9 the common fund amounts to a 1.2 lodestar multiplier. In my opinion, that is a modest and
 10 reasonable multiplier considering the risks that Class Counsel have taken, the results they have
 11 delivered, and the lodestar multipliers approved in other cases.
 12

13 43. The factors that I have considered with respect to a 1.2 lodestar multiplier largely
 14 mirror the factors discussed above that justify a 30% share of the common fund: the great risk Class
 15 Counsel took in taking this case on an entirely contingent basis and how the legal marketplace treats
 16 similarly risky contingent fees, the excellent results achieved, and the percentages applied in
 17 numerous comparable cases. See ¶¶ 20-21, *supra*.
 18

19 44. In addition, my opinion is also supported by the data captured in at least five studies,
 20 which have shown that after decades of class action practice, in thousands of cases throughout the
 21 country, the typical lodestar multiplier appears to be at least 1.5 times the lodestar in the *average*
 22 case. The following table summarizes these studies:

STUDY	YEARS STUDIED	NUMBER OF CASES	AVERAGE MULTIPLIER
William B. Rubenstein and Rajat Krishna, <i>Class Action Fee Awards: A Comprehensive Empirical Study</i> , William B. Rubenstein et al., <i>Class Action Fee Awards 2006–2011: An Empirical Study</i> , reprinted in 5 Newberg and Rubenstein on Class Actions § 15:89, Table 2 (6 th ed.)	2006-2011	790	1.42

1	Theodore Eisenberg, Geoffrey Miller & Roy Germano, <i>Attorneys' Fees in Class Actions: 2009-2013</i> , 92 N.Y.U.L. Rev. 937, 965 tbl. 12 (2017)	2009-2013	294	1.48
2				
3				
4	Brian T. Fitzpatrick, <i>An Empirical Study of Class Action Settlements and Their Fee Awards</i> , 7 J. Empirical Legal Stud. 811, 833–34 (2010).	2006-2007	204	1.65
5				
6				
7	Theodore Eisenberg & Geoffrey P. Miller, <i>Attorney Fees and Expenses in Class Action Settlements: 1993-2008</i> , 7 J. Empirical Legal Stud. 248, 272 tbl.14 (2010)	1993-2008	368	1.81
8				
9				
10	Stuart J. Logan, Beverly C. Moore & Jack Moshman, <i>Attorney Fee Awards in Common Fund Class Actions</i> , 24 Class Action Rep. 167 (2003)	1973-2003	1,120	3.89
11				
12				

13 The instant case was not the “average case.” Nonetheless, the 1.2 multiplier is significantly lower
14 than the “average multiplier” reflected in these studies.

15 45. The multipliers found by California courts performing lodestar cross-checks are
16 entirely consistent with these studies. Indeed, significantly larger multipliers often have been
17 approved. For example, in *Hoffman v. City of Los Angeles, supra*, the court recently approved a
18 common fund fee that amounted to a **2.74** multiplier. *See also, e.g., Wershba v. Apple Computer*,
19 91 Cal.App.4th 224, 255 (2001) (under California law, “[m]ultipliers can range from 2 to 4 or even
20 higher.”); *Perez v. CVS Health Corp.*, 2021 WL 2402950, at *10 (E.D. Cal. June 11, 2021, No.
21 119CV00449DADBAM) (“Multipliers in the 3-4 range are common in lodestar awards for lengthy
22 and complex class action litigation”); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at
23 *7 (N.D. Cal., May 21, 2015, No. C 07-05923 WHA) (applying **5.5** lodestar multiplier in UCL
24 class action challenging bank’s practices, based on “the fine results achieved on behalf of the class,
25 the risk of non-payment [lead counsel] accepted, the superior quality of their efforts, and the delay
26
27
28

1 in payment.”); *Craft v. Cty. of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008)
2 (approving percentage fee award equal to multiplier of approximately **5.2**, collecting cases and
3 stating that “[w]hile this is a high-end multiplier, there is ample authority for such awards resulting
4 in multipliers in this range or higher.”).

5
6 46. Numerous other cases are in accord.⁹ In *Vizcaino v. Microsoft*, 290 F.3d 1043, 1051,
7 n. 6 (9th Cir. 2002), the Ninth Circuit surveyed 34 class action common fund cases and affirmed
8 **3.65** multiplier. In *Rash Curtis, supra*, 2020 WL 1904533, at **15, 21, this Court approved a 33.3%
9 fee out of a \$267 million fund that resulted in a **13.42** multiplier, noting that while a multiplier of
10 13.42 was “on the higher end in this Circuit, [it is] still within the surveyed acceptable range in
11 the Ninth Circuit” and “in line with multipliers that have been approved by other courts.” *Id.* at
12 *21 (citing cases).

13
14 47. In my opinion, the 1.2 multiplier requested here is modest and reasonable, both in
15 terms of prior cases and in terms of how the legal marketplace would compensate attorneys in these
16 circumstances.

17 **III. Class Counsel’s Submitted Expenses.**

18 48. I have also reviewed the categories and amount of the expenses Class Counsel have
19 advanced out of pocket, carried during the duration of this litigation, and now submitted for
20 reimbursement. Those expenses total almost \$350,000, including \$224,677 in expert costs. These
21 categories of expenses constitute expenses that are generally billed to fee-paying clients in the Bay
22

23
24 ⁹ See also *Patel v. Frankfother (In re Facebook Biometric Information Privacy Litig.)* (9th Cir.
25 2022) 2022 WL 822923, *1 (affirming common fund fee amounting to **4.71** lodestar multiplier);
26 *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (**2.34** multiplier *in non-*
27 *contingent case*); *Maley v. Del Global Techs Corp.*, (S.D.N.Y. 2002) 186 F. Supp. 2d 358, 369
28 (awarding fee equal to a **4.65** multiplier, which was “well within the range awarded by courts in
this Circuit and courts throughout the country”); *Van Vranken v. Atl. Richfield Co.*, (N.D. Cal.
1995) 901 F. Supp. 294, 298 (awarding fee equal to multiplier of **3.6** and stating that “[m]ultipliers
in the **3-4 range** are common in lodestar awards for lengthy and complex class action litigation.”).

1 Area legal marketplace. And in a case of this complexity and duration, in my opinion, the amounts
2 sought, including expert fees, are reasonable and appropriate for reimbursement from the
3 Settlement Fund.
4

5 I declare under penalty of perjury under the laws of the United States that the foregoing is
6 true and correct.

7 Executed on this 4th day of March 2024, at Berkeley, California.

8 *Richard Pearl*
9 _____

10 Richard M. Pearl
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EXHIBIT A

RESUME OF RICHARD M. PEARL

RICHARD M. PEARL

LAW OFFICES OF RICHARD M. PEARL

1816 Fifth Street
Berkeley, CA 94710
(510) 649-0810
(510) 548-3143 (facsimile)
rpearl@interx.net (e-mail)

EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)
Berkeley School of Law (formerly Boalt Hall), Berkeley, J.D. (June 1969)

BAR MEMBERSHIP

Member, State Bar of California (admitted February 1970)
Member, State Bar of Georgia (admitted June 1970) (inactive)
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, California Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to 2014): Taught *Public Interest Law Practice*, a 2-unit course that focused on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and March 2023 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

Best Practices for Litigating a Civil Code Section 1717 Motion for Attorney Fees, with the Hon. Elizabeth R. Feffer (Ret.), *California Litigation* (The Journal of the Litigation Section of the California Lawyers Association, Vol. 35, No. 1, 2022)

Graham v. DaimlerChrysler Corp. and *Tipton-Whittingham v. City of Los Angeles*, *Civil Litigation Reporter* (Cal. Cont. Ed. Bar Feb. 2005)

Current Issues in Attorneys' Fee Litigation, *California Labor and Employment Law Quarterly* (September 2002 and November 2002)

Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes, *Civil Litigation Reporter* (Cal. Cont. Ed. Bar Nov. 2001)

A Practical Introduction to Attorney's Fees, *Environmental Law News* (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees for numerous trainings, including for California Continuing Education of the Bar, the California Employment Lawyers Association, the California Lawyers Association, the California Department of Fair Housing and Employment, the Environmental Law, Labor Law, and Appellate Sections of the California State Bar, the California Academy of Appellate Lawyers, and many others.

Settlers Beware/The Dangers of Negotiating Statutory Fee Cases (September 1985) *Los Angeles Lawyer*

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

PUBLIC SERVICE

Member, Attorneys' Fee Task Force, California State Bar

Member, Board of Directors, California Rural Legal Assistance Foundation

Former Member, Board of Directors, Meals on Wheels of San Francisco

RECOGNITION

“AV” Rating -- Martindale Hubbell

Northern California “Super Lawyer” in Appellate Law: 2005 – 2008; 2010 -2023.

REPRESENTATIVE CASES

ACLU of N. Cal. v. DEA

(N.D. Cal. 2012) 2012 U.S.Dist.LEXIS 190389

Alcoser v. Thomas

(2011) 2011 Cal.App.Unpub.LEXIS 1180

Arias v. Raimondo

(2018) 2018 U.S.App.LEXIS 7484

Boren v. California Department of Employment

(1976) 59 Cal.App.3d 250

Cabrera v. Martin

(9th Cir. 1992) 973 F.2d 735

Camacho v. Bridgeport Financial, Inc.

(9th Cir. 2008) 523 F.3d 973

Campos v. E.D.D.

(1982) 132 Cal.App.3d 961

Center for Biological Diversity v. County of San Bernardino

(2010) 185 Cal.App.4th 866

Children & Families Commission of Fresno v. Brown

(2014) 228 Cal.App.4th 45

Committee to Defend Reproductive Rights v. A Free Pregnancy Center

(1991) 229 Cal.App.3d 633

REPRESENTATIVE CASES (cont.)

David C. v. Leavitt

(D. Utah 1995) 900 F.Supp. 1547

Delaney v. Baker

(1999) 10 Cal.4th 23

Dixon v. City of Oakland

(2014) 2014 U.S.Dist.LEXIS 169688

Employment Development Dept. v. Superior Court (Boren)

(1981) 30 Cal.3d 256

Environmental Protection Info. Ctr. v Department of Forestry & Fire Protection

(2010) 190 Cal.App.4th 217

Environmental Protection Information Center, Inc. v. Pacific Lumber Co.

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9th Cir. 2004) 103 Fed. Appx. 627

Flannery v Prentice

(2001) 26 Cal. 4th 572

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal. 4th 553

Guerrero v. Cal. Dept. of Corrections etc.

(2016) 2016 U.S.Dist.LEXIS 78796, *aff'd in relevant part*, (9th Cir. 2017) 701 Fed.Appx. 613

Heron Bay Home Owners Assn. v. City of San Leandro

(2018) 19 Cal.App.5th 376

Horsford v. Board of Trustees of Univ. of Calif.

(2005) 132 Cal.App.4th 359

Ketchum v. Moses

(2001) 24 Cal.4th 1122

Kievlan v. Dahlberg Electronics

(1978) 78 Cal.App.3d 951, *cert. denied* (1979) 440 U.S. 951

Lealao v. Beneficial California, Inc.

(2000) 82 Cal.App.4th 19

REPRESENTATIVE CASES (cont.)

Lewis v. California Unemployment Insurance Appeals Board
(1976) 56 Cal.App.3d 729

Local 3-98 etc. v. Donovan
(N.D. Cal. 1984) 580 F.Supp. 714,
aff'd (9th Cir. 1986) 792 F.2d 762

Mangold v. California Public Utilities Commission
(9th Cir. 1995) 67 F.3d 1470

Maria P. v. Riles
(1987) 43 Cal.3d 1281

Martinez v. Dunlop
(N.D. Cal. 1976) 411 F.Supp. 5,
aff'd (9th Cir. 1977) 573 F.2d 555

McQueen, Conservatorship of
(2014) 59 Cal.4th 602 (argued for *amici curiae*)

McSomebodies v. Burlingame Elementary School Dist.
(9th Cir. 1990) 897 F.2d 974

McSomebodies v. San Mateo City School Dist.
(9th Cir. 1990) 897 F.2d 975

Molina v. Lexmark International
(2013) 2013 Cal.App. Unpub. LEXIS 6684

Moore v. Bank of America
(9th Cir. 2007) 2007 U.S. App. LEXIS 19597

Moore v. Bank of America
(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

Mora v. Chem-Tronics, Inc.
(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,
5 Wage & Hour Cas. 2d (BNA) 1122

Nadaf-Rahrov v. Nieman Marcus Group
(2014) 2014 Cal.App. Unpub. LEXIS 6975

REPRESENTATIVE CASES (cont.)

Orr v. Brame

(9th Cir. 2018) 727 Fed.Appx. 265, 2018 U.S.App.LEXIS 6094

Orr v. Brame

(9th Cir. 2019) 793 Fed.Appx. 485

Pena v. Superior Court of Kern County

(1975) 50 Cal.App.3d 694

Ponce v. Tulare County Housing Authority

(E.D. Cal 1975) 389 F.Supp. 635

Ramirez v. Runyon

(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

Ridgeway v. Wal-Mart Stores, Inc., 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd on merits (fees not appealed)* 269 F.3d 1066 (9th Cir. 2020)

Robles v. Employment Dev. Dept.

(2019) 38 Cal.App.5th 191

Rubio v. Superior Court

(1979) 24 Cal.3d 93 (amicus)

Ruelas v. Harper

(2015) 2015 Cal.App. Unpub.LEXIS 7922

Sokolow v. County of San Mateo

(1989) 213 Cal. App. 3d. 231

S.P. Growers v. Rodriguez

(1976) 17 Cal.3d 719 (amicus)

Swan v. Tesconi

(2015) 2015 Cal.App. Unpub. LEXIS 3891

Tongol v. Usery

(9th Cir. 1979) 601 F.2d 1091,
on remand (N.D. Cal. 1983) 575 F.Supp. 409,
revs'd (9th Cir. 1985) 762 F.2d 727

REPRESENTATIVE CASES (cont.)

Tripp v. Swoap

(1976) 17 Cal.3d 671 (amicus)

United States (Davis) v. City and County of San Francisco

(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*
and revs'd in part sub nom Davis v. City and County
of San Francisco (9th Cir. 1992) 976 F.2d 1536,
modified on rehearing (9th Cir. 1993) 984 F.2d 345

United States v. City of San Diego

(S.D.Cal. 1998) 18 F.Supp.2d 1090

Vasquez v. State of California

(2008) 45 Cal.4th 243 (amicus)

Velez v. Wynne

(9th Cir. 2007) 2007 U.S. App. LEXIS 2194

MARCH 2023

EXHIBIT B

California State Court Decisions With Fee Awards Of 33% Or Greater

- *Hall v. Cinema 7, Inc.*, No. CGC-02-409105 (San Francisco Sup. Ct.) (53% fee awarded in action where class action settled after plaintiffs prevailed in liability phase of trial);
- *Kenemixay v. Nordstroms, Inc.*, No. BC318850 (L.A. Super. Ct.) (50% award);
- *Hohnbaum v. Brinker Restaurant Corp.*, No. GIC834348 (San Diego Cnty. Super. Ct.) (41.8% of fund);
- *Ammari Electronics et al. v. Pacific Bell Directory et al.*, No. RG05198014 (Alameda Cnty. Super. Ct.) (awarding 43.67% of the common fund);
- *Crandall v. U-Haul Int'l., Inc.*, No. BC178775 (L.A. Super. Ct.) (40% award);
- *Savaglio v. Wal-Mart*, No. C-835687-7 (Alameda Cnty. Super. Ct.) (35% of fund; equating to \$52.5 million fee award);
- *Ethridge v. Universal Health Servs.*, No. BC391958 (L.A. Super. Ct.) (33% award);
- *Magee v. Am. Residential Servs. LLC*, No. BC423798 (L.A. Super. Ct.) (33% award);
- *Blue v. Coldwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. Super. Ct.) (33% award);
- *Silva v. Catholic Mortuary Servs., Inc.*, No. BC408054 (L.A. Super. Ct.) (33% award);
- *Mares v. BFS Retail & Comm. Operations LLC*, No. BC375967 (L.A. Super. Ct.) (33% award);
- *Blair et al. v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. Super. Ct.) (33% award);
- *Barrett v. The St. John Companies*, No. BC354278 (L.A. Super. Ct.) (33% award);
- *Clymer and Benton v. Candle Acquisition Co.*, No. BC328765 (L.A. Super. Ct.) (33% award);
- *Dunlap v. Bank of America, N.A.*, No. BC328934 (L.A. Super Ct.) (33% award);
- *Case et al. v. Toyohara America Inc.*, No. BC328111 (L.A. Super. Ct.) (33% award);
- *Sunio v. Marsh USA, Inc.*, No. BC328782 (L.A. Super Ct.) (33% award);
- *Chalmers v. Elecs. Boutique*, No. BC306571 (L.A. Super. Ct.) (33% award);
- *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego Cnty. Super. Ct.) (35% award);
- *Weber v. Einstein Noah Restaurant Group, Inc.*, No. 37-2008-00077680 (San Diego Cnty. Super. Ct.) (40% award);

- *Leal v. Wyndham Worldwide Corp.*, No. 37-2009-00084708 (San Diego Cnty. Super. Ct.) (38% award);
- *Gomez and LaGaisse v. 20 20 Communications*, No. RIC 528973 (Riverside Cnty. Super. Ct.) (33% award);
- *Acheson v. Express LLC*, No. 109CV135335 (Santa Clara Cnty. Super. Ct.) (33% award);
- *Chin v. Countrywide Home Loans, Inc.*, No.: 39-2010-00252741-CU-OE-STK (San Joaquin Cnty. Super. Ct.) (30% award);
- *Perez and Comeaux v. Standard Concrete*, No. 30-2008-00211820 (Orange Cnty. Super. Ct.) (33% award);
- *Ward v. Doyon Sec. Servs., LLC*, No. BS 9000517 (San Bernardino Cnty. Super. Ct.) (33% award);
- *Taylor v. Ross Stores, Inc.*, No. RCV 065453, JCCP 4331 (San Bernardino Cnty. Super. Ct.) (33% award);
- *Boncore v. Four Points Hotel ITT Sheraton*, No. GIC807456 (San Diego Cnty. Super. Ct.) (33% award);
- *Big Lots Overtime Cases*, JCC Proceeding No. 4283 (San Bernardino Cnty. Super. Ct., Feb. 4, 2004) (33% of recovery);
- *Tokar v. GEICO*, No. GIC 810166 (San Diego Cnty. Super. Ct. July 9, 2004) (33-1/3 % of recovery);
- *Rundberg v. Intrawest Napa Development Company*, No. 26-56986 (Napa County Sup. Ct. Jan. 15, 2014) (Hon. Bonnie Sabraw, Ret. presiding as Judicial Referee) (40% fee approved);
- *Int'l Brotherhood of Elec. Workers Local 234 v. The Ryan Co., Inc.*, No. M87384 (Monterey Sup. Ct. Apr. 8, 2011) (40% fee approved);
- *Fuentes v. Apex Contracting and Restoration, Inc.*, No. 37-2022-00001417-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Coombs v. Imaging Healthcare Specialists, LLC*, No. 37-2020-00043781-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Sapp v. Sound United, LLC*, No. 37-2020-0042943-CU-OE-CTL (San Diego Cnty. Super. Ct.), final approval granted on May 26, 2023 (35% fee approved);
- *Ibarra, et al. v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services*, No. 37-2022-00008619-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Nepomuceno, et al., v. Portfolio Recovery Associates, LLC*, No. 37-2021-00006651-CU-OE-CTL (consolidated with Case No. 37-2021-00006737-CU-OE-CTL) (San Diego Cnty. Super. Ct.) (35% fee approved);

- *Ceja v. Silvergate Bank*, No. 37-2020-0016207-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Ybanez v. Navy Federal Credit Union*, No. 37-2019-00016815-CU-OE-CTL (consolidated with Case No. 37-2019-00043142-CU-OE-CTL) (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Rodriguez v. Means Engineering, Inc., et al.*, No. 37-2020-00024397-CU-OE-CTL (San Diego Cnty. Super. Ct.) (38% fee approved);
- *Fulinara v. Genmark Diagnostic, Inc.*, No. 37-2019-00000877-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Webb-Brunner v. RA Medical Systems, Inc.*, No. 37-2019-00066232-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Bulle v. Killion Industries, Inc.*, No. 37-2020-00018510-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved);
- *Hargrove, et al., v. San Diego County Credit Union*, No. 37-2019-00049944-CU-OE-CTL (San Diego Cnty. Super. Ct.) (38% fee approved);
- *Vilitchai v. Ametek Programmable Power, Inc., et al.*, No. 37-2015-00025968-CU-OE-CTL (San Diego Cnty. Super. Ct.) (48.75% fee approved);
- *Corona v. Property West, Inc.*, No. 37-2017-00028103-CU-OE-CTL (San Diego Cnty. Super. Ct.) (35% fee approved); and
- *Amador v. RMJV, LP dba Fresh Creative Foods*, No. 37 -2018-00045893-CU-OE-NC (San Diego Cnty. Super. Ct.) (35% fee approved).

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

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
Brieanna 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

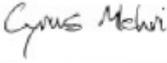
 _____ Cyrus Mehri	 _____ Jay Angoff
 _____ Andrea Gold	 _____ Jeff Osterwise

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

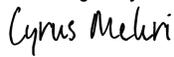
specifically warrants that he, she or it has fully read this Agreement and the Release contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the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

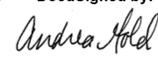
Dated: 9/29/2023

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

DocuSigned by:

94360A48550D4B1...
By: Cyrus Mehri

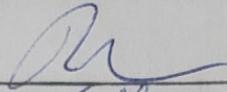
Dated: 9/29/2023

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.



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>
<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>	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

Task	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	Total
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

<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>
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	Andrea Gold	David Lawler	Dia Rasinariu	Em Cooper	Hassan Zavareei	Sarah Kohlhofer	V Prentice	Nicole Porzenheim (Paralegal)	James Morrison (Paralegal)	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>	<p>62</p>	<p>76.1</p>	<p>25.1</p>