

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARIA TOBAJIAN, INDIVIDUALLY AND  
ON BEHALF OF ALL OTHERS SIMILARLY  
SITUATED,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

CASE NO.: 2:23-CV-00753-DMG-PD

Complaint Filed:

02/1/2023

Judge:

Hon. Dolly M. Gee

**SETTLEMENT AGREEMENT**

IT IS HEREBY AGREED, by, between, and among Plaintiff Maria Tobajian (“Plaintiff”), on behalf of herself and all Settlement Class Members, as defined herein, and Defendant Allstate Insurance Company (“Allstate” or “Defendant”), that in consideration of the promises and covenants set forth in this Settlement Agreement (“Agreement”), and subject to preliminary and final approval as required by the Federal Rules of Civil Procedure in the lawsuit captioned *Tobajian v. Allstate Insurance Company*, Case No. 2:23-CV-00753-DMG-PD, pending in the United States District Court for the Central District of California (the “Litigation”), the matters alleged by Plaintiff or that could have been alleged by Plaintiff in the Litigation or that relate in any way to Allstate’s audio recording of telephone calls to a cellular telephone are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement and the Releases as set forth herein.

**1. RECITALS**

1.1. On February 1, 2023, Plaintiff filed this putative California class action, alleging claims for violation of §§ 632 and 632.7 of California’s Invasion of Privacy Act (“CIPA”).

1.2. On May 30, 2023, Allstate moved to dismiss Plaintiff's claim under § 632 and to strike Plaintiff's class claims. In response to the motion to dismiss, Plaintiff dismissed her claim under § 632. On August 31, 2023, the Court denied Allstate's motion to strike Plaintiff's class allegations.

1.3. On September 21, 2023, Allstate answered the Class Action Complaint.

1.4. On October 12, 2023, Plaintiff propounded written discovery requests and two depositions notices.

1.5. On December 18, 2023, Plaintiff and Defendant engaged in mediation with Hunter Hughes as the mediator and ultimately reached a settlement in principle.

1.6. Class Counsel has concluded that it is in the best interests of the Class (as defined below) as a whole that the claims asserted by Plaintiff against Allstate be resolved on the terms and conditions set forth in this Agreement, and that the substantial benefits the Class will receive as a result of this Settlement are a very good result in light of the risks and uncertainties of continued litigation, including an anticipated motion for class certification, the likelihood of success at trial, and any appeals that might be taken.

1.7. 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 Litigation 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.

1.8. Without admitting any of the allegations made in the Litigation or any liability or wrongdoing whatsoever, the Parties recognize the outcome of this Action is uncertain, and that a final resolution through the litigation process would require several 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 Agreement solely in order to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation to obtain the releases and final judgement contemplated by this Agreement.

1.9. The Parties now agree to settle the Litigation 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 (definitions below).

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

## **2. DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below.

- 2.1. “Administrator” means KCC Class Actions Services, LLC.
- 2.2. “Agreement” means this settlement agreement, including all exhibits thereto.
- 2.3. “Attorneys’ Fees and Expenses” means such funds as may be awarded to Class Counsel to compensate them for all fees and expenses incurred by or on behalf of Plaintiff or Settlement Class Members in connection with the Litigation.
- 2.4. “Claim” means a written request for Settlement Relief submitted by a Settlement Class Member to the Administrator, pursuant to this Agreement and the Claim Form Instructions, substantially similar in form and content to Exhibit C to this Agreement or as approved by the Court, by mailing or submitting electronically through the Settlement Website the Claim Forms substantially similar in form and content to Exhibit D to this Agreement or as approved by the Court.
- 2.5. “Claimant” means any Settlement Class Member who submits a Claim pursuant to this Agreement.
- 2.6. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for Settlement Relief must be postmarked or submitted online through the Settlement Website, which shall be no later than one hundred (100) Days after the Notice Date.
- 2.7. “Claim Form” means a document substantially similar in form and content to Exhibit D to this Agreement or as approved by the Court.

2.8. “Claim Form Instructions” means the document substantially similar in form and content to Exhibit C to this Agreement or as approved by the Court.

2.9. “Class Counsel” means the law firm of Kazerouni Law Group, APC.

2.10. “Class Notice” means the program of notice described in Section 6 of this Agreement to be provided to potential Settlement Class Members, including the Mail Notice, Email Notice, Publication Notice, and Website Notice on the Settlement Website, which will notify and inform potential Settlement Class Members of, among other things, their rights to opt out of or object to the Settlement, the preliminary approval of the Settlement, the manner by which to submit a Claim, and the scheduling of the Final Approval Hearing.

2.11. “Class Period” means the period of time defined in Section 3.7 below.

2.12. “Court” means the United States District Court for the Central District of California.

2.13. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days and times shall be adjusted to permit compliance by Defendant with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715, including the notifications and expiration of the 90-day review period in 28 U.S.C. § 1715 before the Final Approval Hearing.

2.14. “Defendant’s Counsel” or “Allstate’s Counsel” means the law firm of Winston & Strawn LLP.

2.15. “Email Notice” means the notice that is emailed by the Administrator to potential Settlement Class Members for whom an email is determined through a reverse look-up process by the Administrator, substantially similar in form and content to Exhibit G to this Agreement or as approved by the Court.

2.16. “Effective Date” means the first business day following the expiration of the deadline for seeking appellate review of the Final Approval Order (i) affirming certification of the Settlement

Class; (ii) finding the Settlement to be fair, adequate, and reasonable; (iii) finding that Notice to the Settlement Class of the Settlement was fair, adequate, and reasonable; (iv) resolving any and all objections to the fairness and reasonableness of the Settlement, if any, with no possibility of further appellate review existing.

2.17. “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.

2.18. “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, substantially similar in form and content to Exhibits F and F-1. 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.

2.19. “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Agreement are fair, reasonable, and adequate for the Class as a whole, whether the Settlement should be granted Final Approval, and whether to approve Class Counsel’s application for Attorneys’ Fees and Expenses and any Service Award. Plaintiff and Defendant shall seek to have the Final Approval Hearing on a date not earlier than one hundred and fifty (150) Days after the Notice Date.

2.20. “Final Approval Motion Deadline” means the date by which Class Counsel shall file the motion seeking final approval of the Settlement. The Final Approval Motion Deadline shall be no later than one hundred and twenty (120) Days after the Notice Date.

2.21. “Litigation” means the action captioned *Tobajian v. Allstate Insurance Company*, Case No. 2:23-CV-00753-DMG-PD (C.D. Cal. 2023).

2.22. “Mail Notice” means the summary postcard notice that is mailed by the Administrator to potential Settlement Class Members for whom a postal address has been identified and for whom an email address is not available or whose email is known not to have been successfully delivered, substantially similar in form and content to Exhibit E to this Agreement or as approved by the Court.

2.23. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, processing claims, and issuing and mailing payment of Settlement Relief. All Notice and Administrative Costs will be paid from the Settlement Fund, and Allstate’s only responsibility regarding such costs is to fund the Settlement Fund.

2.24. “Notice Date” means the first date the Email Notice and Mail Notice are sent by the Administrator to potential Settlement Class Members as described in Section 6.1 of this Agreement, which shall be sent not more than thirty (30) Days after the date of the Preliminary Approval Order.

2.25. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a potential Settlement Class Member must file and serve written objections, if any, to the Settlement in accordance with Section 12.2 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be one hundred (100) Days after the Notice Date or as the Court may otherwise direct.

2.26. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be mailed in writing to the Administrator in accordance with Section 11.1 of this Agreement in order for a potential Settlement Class Member to be excluded from the Class. The Opt-Out Deadline shall be one hundred (100) Days after the Notice Date or as the Court may otherwise direct.

2.27. “Parties” means Plaintiff and Allstate.

2.28. “Plaintiff” means Maria Tobajian.

2.29. “Preliminary Approval Order” means an order substantially similar in form and content to Exhibit A and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the Class for settlement purposes only; dissemination of the Class Notice to potential Settlement Class Members; and finding that the proposed Class Notice is reasonably calculated to apprise potential Settlement Class Members of the

pendency of the Litigation, the material terms of the proposed Settlement, and potential Settlement Class Members' options and rights with respect thereto.

2.30. "Preliminary Approval Application" means Plaintiff's motion for the Court to preliminarily approve the Settlement and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto. Plaintiff's Preliminary Approval Application shall be filed within twenty-one (21) Days after this Agreement is executed by Plaintiff and Allstate.

2.31. "Publication Notice" means the digital media campaign implemented by the Administrator as described in Section 6.4 to this Agreement, substantially similar in form and content to Exhibit H to this Agreement or as approved by the Court.

2.32. "Release" or "Releases" means the releases of all Released Claims by the Releasing Persons against the Released Parties, as specified and provided for in Section 10 of this Agreement.

2.33. "Released Claims" means all claims to be released by the Releasing Persons against the Released Parties, as specified and provided for in Section 10 of this Agreement.

2.34. "Released Parties" means Allstate and each of its present and former divisions, parents, subsidiaries, affiliates, predecessors, successors, assigns, investors, and parents, any direct or indirect subsidiary of Allstate and each of their present and former divisions, parents, subsidiaries, affiliates, predecessors, successors, assigns, investors, and parent companies, and all of their present and former officers, directors, employees, agents, insurers, members, attorneys, advisors, consultants, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, brokers, distributors, representatives, predecessors, successors, and assigns of each of them.

2.35. "Releasing Persons" means Plaintiff, all Settlement Class Members, and their respective beneficiaries, spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors, co-obligors, co-debtors, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf.

2.36. “Request for Exclusion” means a written request from a potential Settlement Class Member who seeks to be excluded from the Class that complies with all requirements in Section 11.1 of this Agreement.

2.37. “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.

2.38. “Settlement” means the settlement as set forth in this Agreement.

2.39. “Settlement Class” means the class of persons that will be certified by the Court for settlement purposes only, as defined in Section 3 of this Agreement.

2.40. “Settlement Class Member(s)” means any individual included in the Class in Section 3.1 who did not file a timely and proper request to be excluded from the Class. “Settlement Class Member” includes individuals in the Class who did not receive notice of the Settlement.

2.41. “Settlement Relief” means a cash award paid to Settlement Class Members, who timely submit properly completed Claim Forms to the Administrator pursuant to this Agreement and the Claim Form Instructions, and who qualify for such relief under this Agreement.

2.42. “Settlement Website” means the Internet site created by the Administrator pursuant to Section 6.3 of this Agreement to provide information about the Settlement.

2.43. “Website Notice” means the long form notice that is available to potential Settlement Class Members on the Settlement Website, in a form substantially similar to Exhibit B to this Agreement or as ultimately approved by the Court.

**3. SETTLEMENT CLASS DEFINITION, CLASS PERIOD, AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT**

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

3.2. Nothing in this Agreement shall be construed as an admission by Allstate that this Litigation or any similar case is amenable to class certification. Furthermore, nothing in this Agreement shall prevent Allstate from opposing class certification or seeking decertification of the Settlement Class if Final Approval of this 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 Settlement Class for settlement purposes only.

3.3. The Parties stipulate and agree that, subject to Court approval, the Settlement Class should be conditionally certified pursuant to Federal Rule of Civil Procedure 23(b)(3) solely for the purposes of the Settlement embodied in this Agreement. If, for any reason, this Settlement 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 Section 15.4 of this Agreement.

3.4. Allstate does not consent to 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.

3.5. 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, any order certifying the Settlement Class for purposes of effectuating the Settlement (and all preliminary and final findings regarding any such 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 Federal Rule of Procedure 23 if this Settlement Agreement is not consummated, and the Action is later litigated and contested by Allstate under Federal Rule of Civil Procedure 23 or any equivalent statute or rule.

3.6. For settlement purposes only, the Settlement Class shall be defined as follows:

- (a) All persons in California whose cellular telephone conversation on at least one outgoing call from the Liability Determination Unit of Allstate was recorded by Allstate and/or its agent(s) without that person's consent within the Class Period (as defined below). Excluded from the Class are: (i) individuals who are or were during the Class Period officers or directors of Allstate or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned

to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

3.7. The Class Period consists of the period beginning February 1, 2022 and ending December 31, 2022, inclusive.

3.8. The Settlement is expressly contingent upon the satisfaction in full of the material conditions set forth below, including all other terms and conditions of this Agreement.

3.8.1 **Condition No. 1: District Court Approval.** The Settlement must be approved by the Court in accordance with the following steps:

- (a) After good-faith consultation with Defendant's Counsel, Class Counsel will file with the Court a Preliminary Approval Application within twenty-one (21) Days of execution of this Agreement by Plaintiff and Defendant. The Preliminary Approval Application shall include a proposed Preliminary Approval Order substantially similar in form and content to Exhibit A, a Website Notice substantially similar in form and content to Exhibit B, Email Notice substantially similar in form and content to Exhibit G, Mail Notice substantially similar in form and content to Exhibit E, and Publication Notice substantially similar in form and content to Exhibit H. Plaintiff and Allstate shall take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing no earlier than one hundred fifty (150) Days after the Notice Date.
- (b) Class Certification. In connection with the proceedings on Preliminary and Final Approval of the Settlement, Plaintiff shall seek orders (preliminary and final, respectively) certifying the Class for purposes of this Settlement only pursuant to Rule 23 of the Federal Rules of Civil Procedure.

- (c) Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order substantially similar in form and content to Exhibit A, which shall, among other things.
- (d) Certify preliminarily and only for purposes of settlement the Class, preliminarily approving the Plaintiff as class representative of the Class, and appointing Class Counsel, pursuant to Federal Rule of Civil Procedure 23;
- (e) Preliminarily approve the Settlement as fair, reasonable, and adequate and approve selection of the Administrator;
- (f) Order the issuance of Class Notice, including the Email Notice, Mail Notice, Publication Notice, and Website Notice on the Settlement Website, to potential Settlement Class Members, and determine that such Class Notice is the best notice practicable under the circumstances and complies with all legal requirements, including, but not limited to, Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution;
- (g) Schedule a date and time for a Final Approval Hearing not earlier than one hundred and fifty (150) Days after the Notice Date to determine whether the Settlement should be finally approved by the Court;
- (h) Require potential Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written Request for Exclusion by the Opt-Out Deadline, as directed in the Agreement and Class Notice, and advise that a failure to do so shall bind those individuals as Settlement Class Members who remain in the Class to the terms of the Settlement;
- (i) Require Settlement Class Members who wish to object to the Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from objecting;

- (j) Require attorneys representing any Settlement Class Member who objects to the Settlement to file a notice of appearance, at the objecting Settlement Class Member's expense;
- (k) Preliminarily enjoin all potential Settlement Class Members, unless and until they have timely and properly excluded themselves from the Class, from (i) filing, commencing, prosecuting, maintaining, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction, individually or as a class action, based on or arising from the Released Claims; or (ii) attempting to effect an opt-out class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on or arising from the Released Claims;
- (l) Authorize Plaintiff and Allstate to take all necessary and appropriate steps to implement the Settlement as set forth in this Agreement; and include such additional provisions as provided in Exhibit A as necessary to implement this Agreement and the Settlement, and to issue related orders to effectuate the preliminary approval of the Agreement.
- (m) Allstate shall timely serve the notices required by the Class Action Fairness Act, 28 U.S.C. § 1715(b). No later than ten (10) days before the Final Approval Hearing, Allstate shall file with the Court one or more declarations stating that Allstate has complied with its notice obligations.
- (n) Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Administrator shall cause the Class Notice to be issued in accordance with this Agreement not more than thirty (30) days after entry of the Preliminary Approval Order.
- (o) Final Approval Hearing. In connection with the Preliminary Approval Application, Plaintiff and Allstate shall request that the Court schedule and conduct a hearing not earlier than one hundred and fifty (150) Days after

dissemination of Class Notice, at which time it will consider whether the Settlement is fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23. Specifically, Plaintiff, after good-faith consultation with Allstate's Counsel, shall request that, at or after the Final Approval Hearing, the Court: (i) enter the Final Approval Order, granting Final Approval of the Settlement and dismissing with prejudice the claims of Plaintiff and the Class in this Litigation; (ii) determine the Attorneys' Fees and Expenses that should be awarded to Class Counsel as contemplated in the Agreement; and (iii) determine the Service Award, if any, that should be awarded to Plaintiff as contemplated by the Agreement. Any application for Attorneys' Fees and Expenses and/or Service Award shall be made no less than thirty (30) Days before the Objection Deadline. Plaintiff and Allstate agree to support entry of the Final Approval Order and to reasonably cooperate with one another in seeking entry of the Final Approval Order. The Final Approval of the Settlement and Final Approval Order shall be substantially similar in form and content to the Final Approval Order attached as Exhibits F.

3.8.2 **Condition No. 2: Finality of Judgment.** The Court shall enter a Final Approval Order substantially similar in form and content to Exhibit F-1. The Final Approval Order must become Final as defined in Section 2.17 above, and shall, among other things:

(a) Find that (i) the Court has personal jurisdiction over all Settlement Class Members; (ii) the Court has subject-matter jurisdiction over the claims asserted in this Litigation; and (iii) venue is proper;

(b) Finally approve the Agreement, pursuant to Federal Rule of Civil Procedure 23, as fair, reasonable, and adequate;

(c) Finally certify the Class for settlement purposes only;

(d) Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution;

(e) Enter Final Approval Order with respect to the claims of all Settlement Class Members and dismiss the claims of all such Settlement Class Members and claims of Plaintiff in the Litigation with prejudice;

(f) Make the Releases in Section 10 of this Agreement effective as of the date of entry of the Final Approval Order;

(g) Permanently bar and enjoin Plaintiff and all Settlement Class Members and any person actually or purportedly acting on their behalf from filing, commencing, prosecuting, maintaining, intervening in, or participating in (as parties, Settlement Class Members, or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims;

(h) Permanently bar and enjoin Plaintiff and all Settlement Class Members and any person actually or purportedly acting on their behalf, from organizing individuals who submit a Request for Exclusion, or soliciting the participation of individuals who submit a Request for Exclusion, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims;

(i) Find that, by operation of entry of the Final Approval Order, Plaintiff, all Settlement Class Members, and all Releasing Persons shall be deemed to have forever released, relinquished, and discharged each of the Released Parties from any and all Released Claims, including all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation;

(j) Authorize Plaintiff and Allstate to implement the terms of the Settlement as set forth in this Agreement.

#### **4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF**

4.1. Subject to Court approval, in consideration for the Releases set forth in Section 10 as well as other provisions of this Agreement, Allstate will fund a non-reversionary common fund (“Settlement Fund”) of three million, three hundred thousand dollars (\$3,300,000.00), from which all Settlement Relief, Attorneys’ Fees and Costs, Notice and Administrative Costs, and any Service Award will be deducted.

4.1.1 The Settlement Fund represents the limit and total extent of Allstate’s monetary obligations under this Agreement and the Settlement. In no event shall Allstate’s total financial liability with respect to this Agreement and the Settlement exceed three million, three hundred thousand dollars (\$3,300,000.00).

4.1.2 Allstate will fund the Settlement Fund as follows: within forty-five (45) days following entry of the Preliminary Approval Order, Allstate will transfer five hundred thousand dollars (\$500,000.00) to the Administrator (via wire instructions provided by the Administrator to Allstate) to an interest-bearing escrow account to be used to pay for the Notice Program and administration of the Settlement by the Settlement Administrator. The Administrator will hold those amounts until such time as the Administrator is authorized to use or pay those funds, including for any authorized up-front Notice and Administrative Costs, pursuant to the Agreement, the Preliminary Approval Order, and the Final Approval Order.

4.1.3 Within fourteen (14) days of the Effective Date, Allstate shall transfer to the Settlement Administrator two million, eight hundred thousand dollars (\$2,800,000.00), the remaining amount of the Settlement Fund.

4.1.4 The Court may retain continuing jurisdiction over the Settlement Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Administrator shall at all times seek to have the Settlement Fund treated as a “qualified settlement fund” as that term is defined in 26 C.F.R. § 1.468B-1. The Administrator shall cause any taxes imposed on the earnings of the Settlement Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Settlement Fund under applicable tax laws. The Administrator shall be the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).

4.1.5 Each Claimant shall be entitled to receive Settlement Relief upon certification that he or she was called on a cellular telephone by Allstate once or more during the Class Period and did not consent to have one or more of those calls audio recorded, and upon confirmation by the Administrator that the phone number provided by the Claimant on the Claim Form is listed on the list of numbers provided by Allstate to the Administrator in accordance with Section 7.1(c) below. The amount of Settlement Relief shall be equal to Settlement Fund, less the Attorney’s Fees and Costs,

Notice and Administration Costs, and any Service Award, divided by the total number of calls received that are included in valid and timely Claims. Thus, Settlement Class Members will receive compensation based on the number of calls each Class Member received. No interest shall be included as an element of, or be payable or paid on, any claimed amount.

4.1.6 All payments issued to Claimants via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred and eighty (180) Days after the date of issuance.

4.1.7 No amount of the Settlement Fund shall revert to Defendant. If, after payments to Claimants have been made and the deadline for cashing Claimants' checks has passed, funds remain in the Settlement Fund sufficient to make it feasible to make a second payment to Claimants (e.g., payment of \$1.00 or more, after administrative expenses for issuing and mailing that check), a second distribution shall be made to Claimants who cashed their checks in the prior round of payments. Such redistributions shall be made until administratively infeasible. Any remaining funds after the second distribution will be disbursed to an appropriate consumer advocacy organization to be agreed upon by the Parties.

4.1.8 If for any reason the Final Approval Order does not become Final within the meaning of Section 2.17, all money in the Settlement Fund, including the interest accumulated, shall be returned to Allstate within five (5) Days after the occurrence of the condition or event that prevents the Final Approval Order from becoming Final.

**5. RETENTION OF ADMINISTRATOR AND COSTS**

5.1. The Parties agree that KCC Class Action Services, LLC will serve as the Administrator to process claims, field calls and correspondence from Settlement Class Members and potential Settlement Class Members, and disburse amounts from the Settlement Fund.

5.2. KCC Class Action Services, LLC was selected by agreement of the Parties after a competitive bidding process conducted by Class Counsel.

5.3. All Notice and Administrative Costs will be paid from the Settlement Fund, and Allstate's only responsibility regarding such costs is to fund the Settlement Fund.

5.4. The Administrator shall administer the Settlement in a cost-effective and timely manner. The Administrator shall administer various aspects of the Settlement as described in this Agreement, including, but not limited to, providing Class Notice to the potential Settlement Class Members and distributing the Settlement Fund as provided herein.

5.1. The Administrator shall track payments to all Settlement Class Members in all forms, including, but not limited to, by paper check or electronic payment. 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 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, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. KCC shall indemnify and hold Allstate Insurance Company, Plaintiff, and their respective counsel, its affiliates, members, directors, officers, employees, consultants, and agents harmless, to the fullest extent permitted by applicable law, from and against any and all losses resulting from, arising out of, or related to (i) any negligent or willful acts or omissions of KCC, its employees, or agents; and (ii) any breach by KCC of the Terms and Conditions of its engagement.

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

- (a) Determine the name and email address for potential Settlement Class Members, and postal address information for potential Settlement Class Members for whom an email address is not available, by a reverse look-up process conducted from a list of dialed, cellular telephone numbers provided by Allstate.
- (b) Use the name, email address, and postal address information for potential Settlement Class members determined by the Administrator to send the Email Notice and Mail Notice required by this Agreement and approved by the Court;

- (c) Establish and maintain a Post Office box for Requests for Exclusion from the Settlement Class;
- (d) Establish and maintain the Settlement Website;
- (e) Effectuate the Publication Notice;
- (f) Establish and maintain an automated toll-free telephone line for Settlement Class members and potential Settlement Class Members to call with Settlement-related inquiries, and answer all Settlement-related inquiries;
- (g) Respond to any mailed Settlement-related inquiries;
- (h) Process all Requests for Exclusion from the Settlement Class;
- (i) Provide reports to Class Counsel and Allstate's counsel every two weeks that summarize the number of Requests for Exclusion received that week, the total number of Requests for Exclusion received to date, and other pertinent information;
- (j) In advance of the Final Approval Hearing, prepare an affidavit, to be submitted to the Court no later than fourteen (14) days prior to the Final Approval Hearing, confirming that Class Notice was completed, describing how the Class Notice was completed, providing the names of each individual who timely and properly requested exclusion from the Settlement Class, and providing other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- (k) Make Settlement Relief payments to Settlement Class Members from the Settlement Fund in accordance with this Agreement;
- (l) Complete and provide to Allstate any W9 forms necessary for Allstate to implement this Settlement; and
- (m) Any other Settlement-administration-related function at the instruction of Class Counsel or Allstate's counsel, including, but not limited to, verifying that Settlement Relief has been distributed.

5.2. 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 the 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 the Settlement.

5.3. The Parties may provide information to the Settlement Administrator for the administration of the Settlement. The Settlement Administrator will treat information provided to it as confidential information, non-public personal information, and information protected by privacy laws. The Settlement Administrator will take all reasonable and necessary steps to safeguard such information from disclosure. The Settlement Administrator will not use such information for any purpose other than the administration of the Settlement.

## **6. NOTICE TO THE CLASS**

6.1. **Email Notice.** Subject to the requirements of the Preliminary Approval Order, Notice to potential Settlement Class Members for whom the reverse look-up process generated an email address shall be made by the Administrator by means of an email sent to those names and addresses, substantially similar to Exhibit G or as approved by the Court, by the Notice Date. The Email Notice will be formatted to avoid common "red flags" that could cause the email to be blocked by spam filters. For example, the content of the notice will be placed in the body of the email rather than as an attachment to avoid spam filters and improve deliverability. The Email Notice shall be emailed not more than thirty (30) Days after the date of the Preliminary Approval Order. The Email Notice shall direct Settlement Class Members to the Settlement Website where information regarding the Class Action, Settlement, Final Approval Hearing, Right to Appear, Instructions, and Claim Form shall detail how those potential Settlement Class Members so desiring may opt out of the Settlement,

how Settlement Class Members may object to the Settlement, and how such Settlement Class Members may make a claim for Settlement Relief as described in Section 7.1. The Email Notice also will contain a provision directing Spanish-speaking potential Settlement Class Members to the Settlement Website, which will include the relevant settlement information in Spanish. The Spanish versions of the Notice and Claim Forms shall also be available upon request by calling the toll-free number on the Email Notice.

6.2. **Mail Notice.** Subject to the requirements of the Preliminary Approval Order, Notice to potential Settlement Class Members for whom a postal address has been identified and for whom an email address is not available or whose email is known not to have been successfully delivered, shall be made by the Administrator by means of separate first class mailings to those names and addresses of a single-postcard summary notice substantially similar to Exhibit E to this Agreement. The Mail Notice shall be mailed to those potential Settlement Class Members for whom an email address is not available on the Notice Date and to those potential Settlement Class Members for whom an email is known to not have been successfully delivered not more than seven (7) Days after the Administrator receives notice of an undelivered email. The Mail Notice shall direct Settlement Class Members to the Settlement Website where information regarding the Class Action, Settlement, Final Approval Hearing, Right to Appear, Instructions, and Claim Form shall detail how those potential Settlement Class Members so desiring may opt out of the Settlement, how Settlement Class Members may object to the Settlement, and how such Settlement Class Members may make a claim for Settlement Relief as described in Section 7.1. The Mail Notice also will contain a provision directing Spanish-speaking potential Settlement Class Members to the Settlement Website, which will include the relevant settlement information in Spanish. The Spanish versions of the Notice and Claim Forms shall also be available upon request by calling the toll-free number on the Mail Notice.

6.2.1 Before posting of the Mail Notice by the Administrator with the United States Postal Service, the Administrator shall utilize the National Change of Address database (“NCOA”) in an attempt to obtain more current addresses for all Mail Notices. Should the NCOA show a more current address, the Administrator shall post the Mail Notice to the more current address. Except as

described in this Section, no further efforts to locate or to find a more current address for potential Settlement Class Members is required.

6.3. **Settlement Website.** No later than the Notice Date, the Administrator shall establish a Settlement Website that shall contain copies of this Agreement and the Website Notice. The Settlement Website shall also contain Claim Form Instructions and a Claim Form which may be downloaded or printed from the Settlement Website, and a Spanish-language translation of the Website Notice, Claim Form Instructions, and Claim Form, and such other documents as Class Counsel and Allstate’s Counsel agree upon. In addition, Settlement Class Members shall also have the option of completing and submitting online a Claim Form on the Settlement Website, utilizing an e-signature format.

6.3.1 The Settlement Website shall have a Uniform Resource Locator (“URL”) which identifies the Settlement Website based on an available and agreed-upon URL such as TobajianSettlement.com. The Settlement Website shall remain open and accessible through the last Day for Settlement Class Members to submit a Claim for Settlement Relief. The Settlement Website shall not include any advertising, and shall not bear or include any logos or trademarks of Allstate. Ownership of the Settlement Website URL shall be transferred to Allstate within ten (10) Days following the date on which operation of the Settlement Website ceases, which will occur no later than five (5) days after the Effective Date.

6.3.2 All costs for the Settlement Website will be paid from the Settlement Fund, and Allstate’s only responsibility regarding such costs is to fund the Settlement Fund.

6.4. **Publication Notice.** A similar but abbreviated Publication Notice of Class Action, Settlement Agreement, Final Approval Hearing, and Right to Appear shall be published not less than forty-five (45) Days after the date of the Preliminary Approval Order. The Claims Administrator will implement a digital media campaign to accomplish this publication. Approximately 10,500,000 digital impressions will be purchased programmatically via one or more ad exchanges and distributed over various websites and mobile apps. The impressions will be broadly targeted to adults in the state of California and appear alongside content related to news and/or privacy issues, where available.

6.4.1 The abbreviated Publication Notice shall detail how those potential Settlement Class Members so desiring may opt out of the Settlement, how Settlement Class Members may object to the Settlement, and how Settlement Class Members may access the Settlement Website where they may download a Claim Form necessary to make a Claim for Settlement Relief, and a toll-free phone number where they may call to request further information on the Settlement.

6.4.2 The form of the Publication Notice, substantially similar in form to Exhibit H to this Agreement shall be agreed upon by Plaintiff and Defendant, including the font size, layout, and other presentation elements in consultation with the Administrator.

6.4.3 All costs for the Publication Notice will be paid from the Settlement Fund, and Allstate's only responsibility regarding such costs is to fund the Settlement Fund.

7. **CLAIM FILING, REVIEW, AND PAYMENT PROCESS**

7.1. **Claim Filing Process.** Only Settlement Class Members shall be permitted to make a Claim for Settlement Relief. They may do so in one of two ways:

- (a) By mailing (either through posting with the United States Postal Service or through a private mail carrier, such as UPS or Federal Express, provided that proof of the mail date is reflected on the label of the mailing) a written Claim Form providing the required information, to the Administrator, on a date no later than the Claim Deadline; or
- (b) By completing an online Claim Form within the Settlement Website utilizing an e-signature format providing the required information on a date no later than the Claim Deadline.
- (c) Regardless of the method of Notice given to the Class Members (and even if a Class Member does not receive direct notice) and regardless of the method of Claim Form submission employed by the Settlement Class Member, each Settlement Class Member will be required to provide the phone number(s) at which the Settlement Class Members received the call(s) from Allstate. The Administrator shall cross-check the phone numbers provided by the Settlement

Class Members with a list of numbers provided by Allstate to the Administrator to confirm each claim is valid.

7.2. Any Settlement Class Member who does not properly submit a completed Claim Form on or before the Claim Deadline shall be deemed to have waived any claim to Settlement Relief, and any untimely Claim Form will be rejected.

7.3. **Claim Review Process.** As soon as practicable, the Administrator shall confirm that each Claim Form submitted is complete and in the form required, that each Claim Form was submitted in a timely fashion, and that the person submitting the Claim is a member of the Class and has not submitted a Request for Exclusion. If any submitted Claim Forms are deemed invalid for any reason (e.g., because they are defective, inaccurate, or incomplete in any way), the Administrator shall promptly advise Class Counsel on a weekly basis so that Class Counsel may follow-up with the Settlement Class Member who submitted such Claim Form in order to cure any deficiency. Any defective, incomplete, or inaccurate Claim Form may be cured and shall be accepted by the Administrator so long as the defect is completely resolved within fifteen (15) days after the Administrator provides notice of the deficient claim to the Settlement Class Member or as otherwise ordered by the Court.

7.4. **Notification.** Within twenty (20) Days after the Claim Deadline, the Administrator shall provide Class Counsel and Allstate with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

7.5. The Administrator shall have thirty (30) days after the Effective Date within which to process the Claims and remit the appropriate Settlement Relief amounts by check to Claimants from the Settlement Fund.

7.6. **Information Available to Class Counsel and Allstate.** Class Counsel, Allstate, and Allstate's Counsel shall each have the right to communicate directly with the Administrator regarding the administration of this Settlement, provided that each notifies the other contemporaneously of all such interactions.

**8. COVENANTS**

Plaintiff and Defendant covenant and agree as follows:

8.1. **Covenants Not to Sue.** Plaintiff and the Settlement Class Members covenant and agree: (a) not to file, commence, prosecute, maintain (including claims or actions already filed), intervene in, or participate in (as parties, class members or otherwise) any action in any jurisdiction based on, arising out of, or relating in any way to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (b) not to organize or solicit the participation of any individuals who submit a Request for Exclusion in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on, arising out of or relating in any way to any of the Released Claims or the facts and circumstances relating thereto; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

8.2. **Cooperation.** Plaintiff and Allstate agree to cooperate reasonably and in good faith with the goal of obtaining entry of a Final Approval Order as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Agreement, including, but not limited to, expeditious agreement to the terms of all Class Notice documents and settlement administration protocols and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court.

**9. REPRESENTATIONS AND WARRANTIES**

9.1. **Plaintiff's Representations and Warranties.**

9.1.1 Plaintiff represents and warrants that she is the sole and exclusive owner of all of her Released Claims and that she has not assigned or otherwise transferred any interest in any of her Released Claims against any of the Released Parties, and further covenants that she will not assign or otherwise transfer any interest in any of her Released Claims.

9.1.2 Plaintiff represents and warrants that she has no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

9.1.3 Plaintiff and Class Counsel represent and warrant that there are no outstanding liens or claims against the Litigation.

**9.2. Plaintiff's and Allstate's Representations and Warranties.**

9.2.1 Plaintiff and Allstate, and each of them on her or its own behalf only, represent and warrant that they are voluntarily entering into the Agreement as a result of arm's-length negotiations among their counsel; that in executing the Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each of the Parties assumes the risk of mistake as to facts or law. The Parties understand and acknowledge that they: (i) have performed an independent investigation of the allegations of fact and law made in connection with the Litigation and (ii) 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 Litigation as reflected in this Agreement, that they 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 the Litigation 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 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.

**10. RELEASES**

10.1. **Released Claims.** As of the Effective Date, Releasing Persons, including Plaintiff and each Settlement Class Member, shall, by operation of the Final Approval Order, automatically be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees

and costs, liens, judgments, and demands of any kind whatsoever that accrued to each Releasing Person during the Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, that were or could have been alleged in the Litigation based on the facts pleaded in the Complaint dated February 1, 2023 and/or any subsequent amended complaint filed in conjunction with the Court's approval of the Settlement, or that relate to, concern, arise from, or pertain in any way to Allstate's audio recording of telephone calls to a cellular telephone (the "Released Claims"). Released Claims shall include all such claims accruing during the Class Period, whether such claims are known or unknown, suspected or unsuspected, contingent or matured.

10.2. This Agreement is expressly conditioned upon the Final Approval Order entered in connection with this Litigation containing a provision permanently barring and enjoining all Settlement Class Members from filing, commencing, prosecuting, maintaining (including claims or actions already brought), intervening in, or participating in any action in any jurisdiction against any Released Party based on, arising from, or relating to any Released Claim accruing on or before the close of the Class Period. The proposed Settlement will become null and void and Plaintiff and Allstate will be restored to their positions as of January 12, 2024, if the Court does not approve this condition barring Settlement Class Members from bringing or maintaining claims.

10.3. **Unknown Claims.** In agreeing to the foregoing Releases, Plaintiff, for herself and on behalf of Settlement Class Members, explicitly acknowledges that unknown losses or claims could possibly exist and that any present losses may have been underestimated in amount or severity. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the Released Claims or the law applicable to such claims may change. Nonetheless, Plaintiff and each Settlement Class Member expressly agrees that he/she/they shall have irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all Released Claims.

Further, Plaintiff and each Settlement Class Member agrees and acknowledges that he/she/they shall be bound by this Agreement, including by the Releases, and that all of their claims in the Litigation asserted against Allstate shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts or subsequent changes in the law, and regardless of whether unknown losses or claims exist or whether present losses may have been underestimated in amount or severity, and even if they never received Settlement Relief. Plaintiff and Allstate acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

10.3.1 In connection with the foregoing Releases, Plaintiff and each Settlement Class Member shall be deemed, as of the entry of the Final Approval Order, to have waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

**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.**

To the extent that anyone might argue that these principles of law are applicable, Plaintiff hereby agrees, and each Settlement Class Member is deemed to agree, that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they may be found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. Plaintiff recognizes, and each Settlement Class Member is deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order, they fully, finally, and forever settle and release any and all Released Claims covered by these Releases.

10.4. This Agreement and the Releases herein do not affect the rights of individuals who submit a Request for Exclusion from the Class in accordance with the requirements in Section 11 of this Agreement.

10.5. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the Releases contained in the Agreement, and to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement and Final Approval Order.

10.6. **Effect of Final Approval Order.** As of the Effective Date: (i) the Agreement shall be the exclusive remedy for all Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any such Settlement Class Members; (iii) all such Settlement Class Members shall be permanently barred and enjoined from filing, commencing, prosecuting, maintaining (including claims or actions already filed), intervening in, defending, or participating in (as parties, class members or otherwise) any action in any jurisdiction based on, arising from or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iv) all such Settlement Class Members shall be permanently barred and enjoined from organizing any individuals who submit a Request for Exclusion, or soliciting the participation of any individuals who submit a Request for Exclusion, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto. Each Settlement Class Member shall be considered, by operation of the Final Approval Order, to have received full and final redress, including but not limited to any refund, reimbursement, restitution, or damages for the conduct covered by the Releases.

10.7. Nothing in this Agreement and the Releases shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to release any rights or duties of Plaintiff or Allstate arising out of the Agreement, including the express warranties and covenants contained herein.

## **11. OPT-OUT RIGHTS**

11.1. A potential Settlement Class Member who wishes to opt out of the Class must do so in writing by completing and sending to the Administrator, at the address listed in the Class Notice and

on the Settlement Website, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Email Notice, Mail Notice, Settlement Website, and Preliminary Approval Order. The Request for Exclusion must: (a) identify the case name and number; (b) identify the name and address of the individual requesting exclusion; (c) be personally signed by the individual requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Class in the Litigation, such as “I hereby request that I be excluded from the proposed Class in the Tobajian Class Action.” Persons must request exclusion individually, and mass or class opt-outs shall not be allowed.

11.1.1 Any individual who is a member of the Settlement Class who does not opt out of the Class in the manner described herein shall be bound by all subsequent proceedings, orders, judgments, and all provisions of the Agreement, including, but not limited to, the Releases provided in Section 10.1 herein.

11.1.2 A potential Settlement Class Member who desires to opt out must submit a timely and valid Request for Exclusion pursuant to Section 11.1, even if the individual desiring to opt out: (a) files or has filed a separate action against any of the Released Parties; or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.2. Any individual who timely and properly opts out of the Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.3. The Administrator shall provide Class Counsel and Allstate’s counsel a list of all timely Requests for Exclusion within ten (10) Days after the Opt-Out Deadline.

11.4. If more than 300 timely and valid Requests for Exclusion are made, Plaintiff and Allstate stipulate and agree that Allstate shall have the right, at its sole and exclusive discretion, to terminate this Agreement without penalty or sanction. In the event Allstate makes such election, the Administrator shall still be entitled to payment from the Settlement Fund of all monies reasonably expended through Class Notice and settlement administration expenses.

11.5. Except for those individuals who timely and properly file a Request for Exclusion in accordance with Section 11, all individuals who are members of the Settlement Class will be deemed to be included in the Class for all purposes under the Agreement, and upon the Effective Date, will be bound by the terms of this Settlement, regardless of whether they received Settlement Relief or any other relief.

## **12. OBJECTIONS**

12.1. **Overview.** Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement or otherwise ordered by the Court.

12.2. **Process.** Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court on or before the Objection Deadline.

12.2.1 The requirements to assert a valid written objection shall be set forth in the Email Notice, Mail Notice, and on the Settlement Website. To be valid, a written objection must include: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for the objection; (d) evidence that the individual is a Settlement Class Member; and (e) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

12.2.2 Any Settlement Class Member who fails to object to the Settlement in the manner described in the Email Notice, Mail Notice, and on the Settlement Website and consistent with Section 12 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

12.3. **Appearance.** Subject to approval of the Court, any Settlement Class Member who files and serves a written objection in accordance with Section 12.2 and its subdivisions may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting

Settlement Class Member files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice Of Intention To Appear”).

12.4. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.5. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

### **13. SETTLEMENT APPROVAL**

13.1. Within thirty (30) days of full execution of this Agreement by Plaintiff and Allstate, Plaintiff shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing.

13.2. Not less than thirty (30) Days before the Final Approval Motion Deadline, the Administrator will provide Class Counsel and Allstate’s Counsel with an affidavit or declaration by a competent affiant or declarant, attesting that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the individuals who submitted Requests for Exclusion. Not less than ten (10) Days before the Final Approval Hearing, Class Counsel shall file the affidavit(s) or declaration(s) with the Court.

13.3. By the Final Approval Motion Deadline, Class Counsel will file a motion seeking the Court’s Final Approval of the Settlement and entry of the Final Approval Order, requesting that the preliminary certification of the Class for settlement purposes only be made final, and requesting the Court to enter a Final Approval Order in the form and content attached as Exhibit F-1, without alteration, which provides for:

- (a) Approving the Settlement without alteration, and directing the Parties and counsel to comply with and consummate the terms of this Agreement;
- (b) Confirming certification of the Class for settlement purposes only;
- (c) Finding that Class Counsel and Plaintiff have adequately represented and protected the interests of the Class;

- (d) Finding that the terms of this Agreement are fair, reasonable, and adequate to the Class, and in the best interests of the Class;
- (e) Providing that each Settlement Class Member who was not granted exclusion by the Court shall be bound by the provisions of this Agreement and the Final Approval Order, including the Releases set forth in Section 10;
- (f) Finding that the Email Notice, Mail Notice, the Settlement Website, and the Publication Notice were reasonable, the best practicable notice under the circumstances, and satisfy the requirements of the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law;
- (g) Finding that all notices concerning the Settlement required by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715, *et seq.*, have been sent and that Allstate has fully complied with the notice requirements under that Act;
- (h) Dismissing all claims in the Litigation by Plaintiff and the Settlement Class Members who were not granted exclusion by the Court against Allstate on the merits and with prejudice, and entering Final Approval Order thereon;
- (i) In order to protect the continuing jurisdiction of the Court and to effectuate this Agreement and the Final Approval Order, permanently enjoining Settlement Class Members who were not granted exclusion by the Court and anyone acting or purporting to act on their behalf, from filing, commencing, prosecuting, intervening in, maintaining (including claims or actions already filed), or participating in (as parties, class members, or otherwise) any new or existing action or proceeding before any court or tribunal regarding any Released Claims against any Released Parties, and from organizing any individuals who submit a Request for Exclusion into a separate class for purposes of pursuing as a purported class action any lawsuit regarding any Released Claims against any Released Parties, and providing that any person in violation of the injunction

may be subject to sanctions, including payment of reasonable attorneys' fees incurred in seeking enforcement of the injunction;

- (j) Approving payment of the Attorneys' Fees and Expenses to Class Counsel and Service Award, if any, to Plaintiff;
- (k) Reserving continuing jurisdiction of the Court over all matters relating to the administration, consummation, enforcement, construction, and interpretation of the Settlement, this Agreement, and the Final Approval Order;
- (l) Holding that there is no just reason for delay and that the Final Approval Order shall be final and appealable, irrespective of the Court's continuing jurisdiction over administration of the Settlement; and
- (m) Such additional provisions as provided in Exhibit F & F-1 as necessary to implement this Agreement and the Settlement.

13.4. Within ten (10) Days after the Effective Date, Plaintiff and Settlement Class Members who were not granted exclusion by the Court shall dismiss with prejudice all claims, actions, or proceedings that have been brought by or involve Plaintiff or any such Settlement Class Member in any other jurisdiction and that assert any of the Released Claims.

#### **14. ATTORNEYS' FEES, EXPENSES, AND PLAINTIFF'S SERVICE AWARD**

14.1. Plaintiff may apply to the Court for an award of Attorneys' Fees and Expenses from the Settlement Fund. Plaintiff intends to request an award of Attorneys' Fees and Expenses that shall not exceed 30% of the Settlement Fund. Any award of Attorneys' Fees and Expenses shall be payable solely out of the Settlement Fund. Allstate takes no position regarding the appropriateness of Plaintiff's requested Attorneys' Fees and Expenses. 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 Agreement from being effective, nor shall it be grounds for termination.

14.2. The Administrator shall pay the amount of Attorneys' Fees and Expenses awarded by the Court from the Settlement Fund to the account(s) of Class Counsel via wire instructions provided by Class Counsel to the Administrator within thirty (30) days after the Effective Date.

14.3. Plaintiff may also apply to the Court for a Service Award for Plaintiff to be paid solely from the Settlement Fund. Plaintiff intends to request a Service Award that shall not exceed \$3,000 from the Settlement Fund. Allstate agrees not to oppose Plaintiff's request for a service award up to \$3,000. The Parties agree that the Court's failure to approve, in whole or in part, any Service Award or reduction or modification of any amount sought shall not prevent the Agreement from being effective, nor shall it be grounds for termination.

14.3.1 The Administrator shall, within thirty (30) days after the Effective Date, deliver to Class Counsel a check made payable from the Settlement Fund to Plaintiff if a Service Award is awarded.

14.3.2 If the Court awards Plaintiff a Service Award, Plaintiff shall provide the Administrator a completed W9 form within 10 Days after the Effective Date.

14.4. Allstate's sole payment obligation under this Agreement is to fund the Settlement Fund. Allstate is not liable or responsible for any expenses, costs, damages, or fees incurred by any other person, including but not limited to Plaintiff, any Settlement Class Member, any person who objects to the Settlement or excludes themselves from the Class, or any of their attorneys, experts, advisors, investigators, agents, or representatives. Any award of Attorneys' Fees and Expenses by the Court will be in complete satisfaction of any and all claims for attorneys' fees and expenses that Plaintiff, Settlement Class Members, Class Counsel, or any other person or their counsel has or may have against Allstate arising out of or in connection with the Litigation, the Released Claims, or this Settlement.

14.5. Plaintiff, all Settlement Class Members, and Class Counsel hereby waive, discharge, and release Allstate from any and all other claims for attorneys' fees, by lien, statute, or otherwise for legal services in connection with the Litigation. Allstate shall not be responsible for and shall have no liability whatsoever with respect to the allocation, distribution, or apportionment of any award of Attorneys' Fees and Expenses among Class Counsel, or any other person who may assert a claim thereto, which the Court may award. Allstate will not be subject to any claims for additional payments to Class Counsel or any attorney who is or was a member of, partner of, or otherwise associated with any of the firms representing Plaintiff or any Settlement Class Member.

**15. TERMINATION AND EFFECT THEREOF**

15.1. This Agreement may also be terminated at the discretion of Plaintiff or Allstate by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (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 both agree to termination;
- (b) Any of the conditions of Section 3 of this Agreement are not fully satisfied;
- (c) The Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Class, and/or the terms of the Releases, except for those changes that both Parties agree are immaterial;
- (d) The Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Final Approval Order, or any of the Court's findings of fact or conclusions of law, except for those changes that both Parties agree are immaterial;
- (e) All of the conditions required to be met before the Effective Date do not occur, or the Effective Date does not occur, or the Preliminary Approval Order or Final Approval Order are not entered, or the obligations of Allstate under this Agreement are altered in a manner that either Party deems material;
- (f) The Administrator gives notice of a number of opt outs that triggers a right to terminate under Section 11.4;
- (g) Plaintiff or any Settlement Class Member with an attorney-client relationship with Class Counsel or their firms opts out of or objects to the Class or the Settlement, in which case Allstate only may terminate the Agreement;
- (h) Any court certifies, on a conditional basis or otherwise, a class, collective, or representative action involving a claim described in this Litigation by any member(s) of the Settlement Class;

- (i) Plaintiff and/or Class Counsel materially breach the Agreement; or
- (j) Any other basis for termination provided for elsewhere in this Agreement, in

which case the Party permitted the right to terminate the Agreement under such provision may terminate the Agreement.

15.2. As set forth in Section 14.1 to this Agreement, 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 be grounds for termination.

15.3. If a right to terminate this Agreement arises, no Party is required for any reason or under any circumstance to exercise the option to terminate.

15.4. If this Agreement is terminated as provided herein, either automatically or by Plaintiff or Allstate, the Settlement shall be null and void from its inception and Plaintiff and Allstate will be restored to their respective positions in the Litigation as of January 12, 2024, and Plaintiff and Allstate retain all of their pre-Settlement litigation rights and defenses, including Plaintiff's right to seek class certification and Allstate's right to oppose class certification in the Litigation, or in any other action, on all available grounds as if no Class had been certified. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to Plaintiff or Allstate and will not be used in the Litigation, or in any other proceeding for any purpose, and all communications and documents related to the Settlement, including this Agreement, the exhibits thereto, the Preliminary Approval Order, and any discussions or documents relating to the Settlement or this Agreement, will be subject to Federal Rule of Evidence 408 and be inadmissible in this Litigation or in any other proceeding. In such event, all Parties to the Litigation shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. The certification of the Class, if any, shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied, and all other applicable settlement, negotiation, and mediation privileges, and any judgment or order entered by the Court in accordance with the terms of this Agreement, will be treated as vacated, *nunc pro tunc*.

15.5. In the event of a termination, any payments made to the Administrator shall be returned to Allstate within fourteen (14) days from the date the Allstate notifies the Administrator that the Agreement has been terminated, less the Administrator's fees and costs up until the date Allstate notifies the Administrator that the Agreement is terminated.

15.6. If the Settlement does not receive final and non-appealable Court approval, Allstate shall not be obligated to make 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.

**16. MISCELLANEOUS PROVISIONS**

16.1. With the exception of the claims brought on behalf of the Settlement Class and resolved pursuant to the terms of this Agreement, Class Counsel represents and warrants on behalf of themselves, and all others acting on their behalf, that they (i) have not been retained by any other individual or entity with claims against Allstate related to the alleged, challenged conduct that is the subject of the Litigation, (ii) are unaware of any other individual or entity who has or may have claims against Allstate related to the alleged, challenged conduct that is the subject of the Litigation, and (iii) are not aware of, nor have been informed of, any other person or attorney who intends to bring litigation against Allstate related to the alleged, challenged conduct that is the subject of the Litigation.

16.2. Allstate and the Administrator are not obligated to compute, estimate, or pay any taxes on behalf of, and are not liable for any taxes owed by, Plaintiff, Class Counsel, or Settlement Class Members as a result of the payments contemplated by the Settlement. No opinion concerning the tax consequences of this 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.

16.3. Plaintiff and Allstate acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

16.4. Plaintiff and Allstate intend the Settlement to be a final and complete resolution of all disputes between them arising out of, relating to, or in connection with the Litigation and the facts and circumstances that were or could have been alleged in the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Party as to the merits of any claim or defense. Plaintiff and Allstate agree that the consideration provided to the Class and the other terms of the Settlement were negotiated in good faith and at arm's length by Plaintiff and Allstate, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The amounts paid are to compromise the Claimants' claims for damages, and the amounts paid represent the Claimants' compensation for such alleged damages.

16.5. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of Allstate or Released Party; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing, or liability of Allstate or Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Allstate and any Released Party may file this Agreement and/or the Final Approval Order in any action in order to support any defense or counterclaim, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

16.6. All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

16.7. This Agreement may be amended or modified only by a written instrument signed by or on behalf of Plaintiff and Allstate or their respective successors-in-interest.

16.8. This Agreement, including attached Exhibits, constitutes a single, integrated written contract expressing a complete and exclusive statement of the entire agreement of Plaintiff and Allstate relative to the subject matter herein, superseding all prior negotiations, representations, understandings, and writings, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. No covenants, agreements, representations, or warranties of any kind

whatsoever have been made by any Party hereto, except as expressed herein. Except as otherwise provided herein, Plaintiff and Allstate will bear their own respective costs.

16.9. 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.

16.10. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of counterparts will be submitted to the Court. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

16.11. Settlement Class Members may not assign or transfer Claims, Settlement Relief, or the right to seek recovery under this Agreement or the Settlement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Allstate.

16.12. Without affecting the finality of the Final Approval Order, the Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties, including all Settlement Class Members, submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

16.13. Neither Plaintiff nor Allstate, nor their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Party as the drafter thereof.

16.14. Except for those actions and proceedings to implement and preserve the Settlement prior to the Court's Final Approval, Plaintiff and Allstate stipulate to stay all proceedings in the Litigation as related to the claims and allegations of Plaintiff until the approval of this Agreement has been finally determined.

16.15. This Settlement shall be governed by the laws of the State of California without regard to conflict of law provisions, except to the extent that the law of the United States governs any matters set forth herein, in which case such federal law shall govern.

16.16. The following principles of interpretation apply to the Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (b) references to a person are also to the person's successor-in-interest; and (c) whenever the words "include," "includes," or "including" are used in the Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

16.17. The Agreement and Final Approval Order shall not be subject to collateral attack after the Final Approval Order is entered.

16.18. The waiver by any Party of any breach of this Agreement by another Party or of a right hereunder shall not be deemed or construed as a waiver of any other breach or right, whether prior, subsequent, or contemporaneous, under this Agreement. Any waiver by any Party shall not be construed as a waiver by any other Party.

16.19. Any inconsistency between the headings used in this Agreement and the text of this Agreement shall be resolved in favor of the text.

16.20. 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.

16.21. 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 purposes of enforcing all the terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to Class Notice and the Administrator. As part of their agreement to render services in connection with the Settlement, the Administrator shall consent to the jurisdiction of the Court for this purpose.

16.22. Class Counsel (for Plaintiff and the Settlement Class Members), and counsel 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 definition 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 bind the Party on whose behalf he or she signs the Agreement to all of the terms and provision of this Agreement.

16.23. 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 Agreement.

**17. NOTICES**

17.1. All Notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by mail and email to the following addresses:

Class Counsel:

Abbas Kazerounian  
Kazerouni Law Group, APC  
245 Fischer Avenue, Unit D1  
Costa Mesa, CA 92626  
Tel.: (800) 400-6808  
E-Mail: [ak@kazlg.com](mailto:ak@kazlg.com)  
*Counsel for Plaintiff and the Class*

Allstate's Counsel:

Margaret E. Dayton  
Winston & Strawn LLP  
333 S. Grand Avenue, 38<sup>th</sup> Floor  
Los Angeles, CA 90071-1543  
Tel: 213-615-1750  
E-Mail: [pedayton@winston.com](mailto:pedayton@winston.com)  
*Counsel for Allstate Insurance Company*

17.2. The notice recipients and addresses designated above may be changed by written notice to Plaintiff and Allstate.

17.3. Upon the request of Class Counsel or Allstate's Counsel, Plaintiff and Allstate agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received in response to the Class Notice.

IN WITNESS WHEREOF, Plaintiff and Allstate have executed this Agreement on the dates set forth below.

PLAINTIFF:

Dated: May 21, 2024      By:  \_\_\_\_\_  
Maria Tobajian

DEFENDANT ALLSTATE INSURANCE COMPANY

Dated: May 21, 2024      By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

IN WITNESS WHEREOF, Plaintiff and Allstate have executed this Agreement on the dates set forth below.

PLAINTIFF:

Dated: May 21, 2024

By: \_\_\_\_\_

Maria Tobajian

DEFENDANT ALLSTATE INSURANCE COMPANY

Dated: May 21, 2024

By:



Name

May 21, 2024 Director, Claims

Title

## Exhibit A

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARIA TOBAJIAN, INDIVIDUALLY  
AND ON BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

CASE NO.: 2:23-CV-00753-DMG-PD

Complaint Filed: 2/1/2023  
Judge: Hon. Dolly M. Gee

**[PROPOSED] ORDER (1) CONDITIONALLY  
CERTIFYING A SETTLEMENT CLASS, (2) PRELIMINARILY  
APPROVING CLASS ACTION SETTLEMENT, (3) APPROVING  
NOTICE PLAN, AND (4) SCHEDULING FINAL APPROVAL HEARING**

Upon review and consideration of Plaintiff Maria Tobajian’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement, including the Plaintiff’s and Defendant Allstate Insurance Company’s (“Defendant” or “Allstate”) Settlement Agreement (the “Agreement”) and all exhibits thereto, and the arguments of counsel, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. **Settlement Terms.** Unless otherwise defined herein, all capitalized terms in this Order shall have the meanings ascribed to them in the Agreement.

2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Litigation, the Plaintiff, Defendant, and all Settlement Class Members.

3. **Scope of Settlement.** The Agreement resolves all Released Claims against Allstate and each of its present and former divisions, parents, subsidiaries, affiliates, predecessors, successors, assigns, investors, and parents, any direct or indirect subsidiary of Allstate and each of their present and former divisions, parents, subsidiaries, affiliates, predecessors, successors, assigns, investors, and parent companies, and all of their present and former officers, directors, employees, agents, insurers, members, attorneys, advisors, consultants, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, brokers, distributors, representatives, predecessors, successors, and assigns of each of them.

4. **Preliminary Approval of Proposed Settlement.** The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Settlement is fair, reasonable, and adequate, and within the range of possible approval; (b) the Settlement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; (c) with respect to the forms of notice of the material terms of the Settlement to Settlement Class Members for their consideration (Exhibits B, G, and E to the Agreement), that notice provides due and sufficient notice to Settlement Class Members and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; and (d) with respect to the proposed notice plan, the notice program constitutes the best notice practicable under the circumstances. Therefore, the Court grants preliminary approval of the Settlement.

5. **Class Certification for Settlement Purposes Only.** Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court conditionally certifies for purposes of this Settlement only, the following Class:

All persons in California whose cellular telephone conversation on at least one outgoing call from the LDU Business Unit of Defendant was recorded by Defendant and/or its agent(s) without that person's consent within the Class Period (as defined below). Excluded from the Class are: (i) individuals who are or were during the Class Period officers or directors of Defendant in the Litigation or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

6. The Court makes the following determinations as to certification of the Class for settlement purposes only:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the members of the Class;
- c. The claims of Plaintiff is typical of the claims of the other members of the Class;
- d. Plaintiff is capable of fairly and adequately protecting the interests of the members of the Class, in connection with the Settlement Agreement;
- e. Common questions of law and fact predominate over questions affecting only individual members of the Class;
- f. The Class is ascertainable; and
- g. Resolution of the Released Claims in this Litigation by way of a statewide settlement is superior to other available methods for the fair and efficient resolution of the claims of the Class.

7. **Designation of Class Representatives.** The Court appoints Plaintiff Maria Tobajian as the representative of the Class (“Class Representative”) for the sole purpose of seeking a settlement of the Litigation.

8. **Designation of Class Counsel.** Abbas Kazerounian, Ryan L. McBride, and Aryanna Young of the law firm Kazerouni Law Group, APC, are hereby designated as Class Counsel for the Class.

9. **Final Approval Hearing.** A hearing regarding final approval of the Settlement will be held at \_\_\_ a.m/p.m. on \_\_\_\_\_, to determine, among other things, whether to: (i) finally approve the Settlement as fair, reasonable, and adequate; (ii) dismiss the Released Claims in the Litigation with prejudice pursuant to the terms of the Settlement Agreement; (iii) bind Settlement Class Members by the Releases set forth in the Settlement Agreement; (iv) permanently bar and enjoin Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the Class (including Settlement Class Members who never received actual notice of the Settlement and who did not otherwise have knowledge of the Settlement) and any person actually or purportedly acting on their behalf from filing, commencing, prosecuting, maintaining, intervening in, or participating in (as parties, class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims; (v) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (vi) approve the plan of distribution of the Settlement Fund; (vii) finally certify the Class; and (viii) approve requested Attorneys’ Fees and Expenses and the proposed Service Award to Plaintiff.

10. **Administrator.** KCC Class Action Services, LLC is hereby appointed as the Administrator and shall be required to perform all the duties of the Administrator as set forth in the Agreement and this Order.

11. **Class Notice.**

a. The Court approves the Class Notice in the Agreement, including the Email Notice attached as Exhibit G to the Agreement, the Website Notice attached as Exhibit B to the Agreement, and the Mail Notice attached as Exhibit E to the Agreement and the manner of providing notice to Settlement Class Members described in Section 6 of the Agreement. The Court finds that this is the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of this Litigation, the terms of the Agreement, and their right to object to the Settlement or exclude themselves from the Class. The Court further finds that the Class Notice is reasonable, constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and meets the requirements of due process. The Court hereby directs Plaintiff, Defendant, and the Administrator to complete all aspects of the Class Notice no later than \_\_\_\_\_, 202\_\_ (“Notice Date”).

b. Class Counsel will file with the Court by no later than \_\_\_\_\_, 202\_, which is ten (10) Days prior to the Final Approval Hearing, proof that notice was provided in accordance with the Agreement and this Order.

c. To the extent not already completed, Allstate shall comply with the obligation to give notice under the Class Action Fairness Act, 28 U.S.C. § 1715, in connection with the proposed settlement. No later than 10 calendar days before the Final Approval Hearing, counsel for Allstate shall file with the Court one or more declarations stating that Allstate has complied with its notice obligations under 28 U.S.C. § 1715.

12. **Exclusion from the Class.** Any Settlement Class Member who wishes to be excluded from the Class must send a written Request for Exclusion to the Administrator, by first-class mail, postage prepaid, to the address provided in the Class Notice and Settlement Website. Any such Request for Exclusion must be

postmarked no later than the Opt-Out Deadline (which is 100 Days after the Notice Date).

a. To be valid, the Request for Exclusion must: (a) identify the case name and number; (b) identify the name and address of the Settlement Class Member requesting exclusion; (c) be personally signed by the Settlement Class Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Class in the Litigation, such as “I hereby request that I be excluded from the proposed Class in the Tobajian Class Action.” Persons must request exclusion individually, and mass or class opt-outs shall not be allowed.

b. Except for those potential Settlement Class Members who timely and properly file a Request for Exclusion, all Settlement Class Members will be deemed to be members of the Class for all purposes under the Agreement, and upon Final Approval, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief, including, but not limited to, the Releases in Section 10 of the Settlement Agreement.

c. If more than 300 potential Settlement Class Members timely and validly opt out of the Settlement, then the Settlement may be deemed null and void upon notice by Allstate pursuant to Section 11.4 of the Agreement.

13. **Objections and Appearances.** Any Settlement Class Member who complies with the requirements of this Paragraph may object to any aspect of the proposed Settlement either on his or her own or through an attorney hired at his or her expense. Any Settlement Class Member who wishes to object to the Settlement must do so in writing not later than the Objection Deadline (which is 100 Days from the Notice Date), as specified in the Class Notice and this Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defendant’s Counsel, no later than the Objection Deadline (which is 100 Days from the Notice Date), at the following addresses:

Class Counsel

Abbas Kazerounian  
Kazerouni Law Group, APC  
245 Fischer Avenue, Unit D1  
Costa Mesa, CA 92626

*Counsel for Plaintiff and Class*

Defendant's Counsel

Peggy Dayton  
Winston & Strawn LLP  
333 South Grand Avenue  
38th Floor  
Los Angeles, CA 90071-1543

*Counsel for Defendant*

14. A valid written objection must include: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for the objection; (d) evidence that the individual is a Settlement Class Member; and (e) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;

15. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

16. Subject to approval of the Court, any Settlement Class Member who files and serves a written objection in accordance with Section 12 of the Agreement and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held

by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice Of Intention To Appear”). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing or raise any objections.

17. **Service of Papers.** Defendant’s Counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Defendant’s Counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or requests for exclusion with the Court on or before the date of the Final Approval Hearing.

18. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions in the Litigation as of January 12, 2024, if (i) the proposed Settlement is not finally approved by the Court, or does not become Final, pursuant to the terms of the Agreement; or (ii) the Agreement is terminated pursuant to its terms for any reason. In such event, and except as provided therein, the proposed Settlement and Agreement shall be null and void from its inception and Plaintiff and Defendant will be restored to their respective positions in the Litigation as of January 12, 2024, and Plaintiff and Defendant retain all of their pre-Settlement litigation rights and defenses, including Plaintiff’s right to seek class certification and Defendant’s right to

oppose class certification in the Litigation, or in any other action, on all available grounds as if no Class had been certified. In such event, the terms and provisions of the Agreement will have no further force and effect with respect to Plaintiff or Defendant and will not be used in the Litigation, or in any other proceeding for any purpose, and all communications and documents related to the Settlement, including the Agreement, the exhibits thereto, this Order, and any discussions or documents relating to the Settlement or the Agreement, will be subject to Federal Rule of Evidence 408 and be inadmissible in this Litigation or in any other proceeding. In such event, all Parties to the Litigation shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court. The certification of the Class, if any, shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied, and all other applicable settlement, negotiation, and mediation privileges, and any judgment or order entered by the Court in accordance with the terms of the Agreement, will be treated as vacated, *nunc pro tunc*.

19. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement does not become Final. This Order shall not be offered by any person as evidence in any action or proceeding against any Party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever. Neither shall this Order be offered by any person or received against any of the Released Parties as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties of:

a. the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in the Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing of any of the Released Parties;

b. any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any of the Released Parties or any other wrongdoing by any of the Released Parties; or

c. any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding by any of the Released Parties.

20. **Necessary Steps.** The Court authorizes Plaintiff and Defendant to take all necessary and appropriate steps to implement the Agreement.

21. **Schedule of Future Events.** Accordingly, the following are the deadlines by which certain events must occur:

_____, 202_	Deadline for Class Notice to be provided in accordance with the Agreement and this Order [ <i>30 Days after date of the Preliminary Approval order -- the Notice Date</i> ]
_____, 202_	Deadline for filing of Plaintiff’s Motion for Attorneys’ Fees and Costs and Case Contribution Award [40 Days from Notice Date]
_____, 202_	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline) [ <i>100 Days from the Notice Date</i> ]
_____, 202_	Deadline for Settlement Class Members to Submit a Claim Form [ <i>100 Days from the Notice Date</i> ]
_____, 202_	Deadline for Administrator to Provide Class Counsel with Proof of Class Notice [ <i>within 20 days of Claim Deadline</i> ]
_____, 202_	Deadline for Administrator to Identify the Number of Requests for Exclusion and Number of Claims Received [ <i>within 10 days of Opt-Out and Objection Deadline</i> ]
_____, 202_	Allstate Shall File with the Court One or More Declarations Stating that Allstate has Complied with its CAFA Notice Obligations [ <i>10 Days before Final Approval Hearing</i> ]
_____, 202_ at _____.m.	Final Approval Hearing [ <i>Not earlier than 150</i> ]

	<i>Days after Notice Date]</i>
--	--------------------------------

DONE and ORDERED in Chambers in Los Angeles, California, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Hon. Dolly M. Gee  
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

## Exhibit B

**CONFIDENTIAL PURSUANT TO RULE 408  
FOR SETTLEMENT PURPOSES ONLY**

**EXHIBIT B**

*Tobajian v. Allstate Insurance Company*, Case No. 2:23-cv-00753-DMG-PD  
United States District Court for the Central District of California

**If you received a call on a cell phone from Allstate Insurance Company between February 1, 2022 and ending December 31, 2022, inclusive, and did not consent to have that call being recorded, you may be entitled to benefits under a class action settlement.**

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

- A consumer (“Class Representative”) brought a lawsuit alleging that Allstate Insurance Company (“Allstate” or “Defendant”), violated the California Invasion of Privacy Act (“CIPA”), § 632.7(a), by recording its outgoing calls to her cell phone without her consent.
- A settlement has been reached in this case, which affects certain individuals who were called on their cell phones by Allstate between February 1, 2022 and December 31, 2022, inclusive (“Class Period”) and who did not consent to have the call(s) with Allstate audio recorded.
- The settlement, if approved, will provide a \$3,300,000.00 fund from which eligible persons who file valid and timely claims will receive cash awards (“Settlement Fund”).
- You are in the “Class” if you were called on a cell phone by Allstate during the Settlement Class Period and did not receive an advisement at the outset of the call that it may be recorded. Under California law, you may be deemed to have consented to the audio recording of a call to your cell phone if you received an advisement at the outset of the call that the call may be recorded.
- In addition to paying cash settlement checks to Settlement Class Members, the Settlement Fund will be used to pay attorneys’ fees and costs to attorneys representing the Class Representative and the Class (the “Class Counsel”), any service award to the Class Representative, the reasonable costs of notice and administration of the settlement, and a possible charitable contribution to one or more charities if there are funds remaining from uncashed settlement checks.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**
- **Hay una notificación completa del acuerdo en Español aquí. Para un operador telefónico de habla Español, llame al 1-XXX-XXX-XXXX.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>Submit a Claim Form</b>	This is the only way to get a cash payment. You can submit a valid and timely Claim Form online at <a href="http://www._____">www._____</a> or by mail to Tobajian Settlement, c/o [Administrator] [ADDRESS]. If you fail to submit a claim, you will not receive a settlement payment.
<b>Do Nothing</b>	Get no payment. Give up any rights to sue Allstate or anyone else separately regarding the legal claims in this case.
<b>Exclude Yourself or "Opt Out" of the Settlement</b>	Get no payment. If you exclude yourself, you will not waive any rights you may have against Allstate or anyone else with respect to the legal claims in this case.
<b>Object</b>	Write to the Court about why you believe the Settlement is unfair. Even if you file a valid and timely objection, you can still submit a Claim Form to receive a payment.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement if you file a valid and timely objection.

These rights and options - **and the deadlines to exercise them** - are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made on valid and timely claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**WHAT THIS NOTICE CONTAINS**

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- 1. Why is there a notice?
- 2. What is this class action lawsuit about?
- 3. Why is there a settlement?

**WHO IS IN THE SETTLEMENT ..... PAGE 4**

- 4. How do I know if I am part of the Settlement?

**THE SETTLEMENT BENEFITS - WHAT YOU GET ..... PAGE 5**

- 5. What does the Settlement provide?

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- 6. How and when can I get a payment?
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**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 7**

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**THE COURT'S FINAL APPROVAL HEARING ..... PAGE 9**

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**IF YOU DO NOTHING ..... PAGE 10**

- 14. What happens if I do nothing at all?

**GETTING MORE INFORMATION ..... PAGE 10**

- 15. How do I get more information?

## BASIC INFORMATION

### 1. Why is there a notice?

A court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is important that you read this Notice carefully.

If you received a Notice by email or in the mail, it is because Allstate's records indicate you may have received one or more calls to your cell phone from Allstate between February 1, 2022 and December 31, 2022, inclusive.

The Court in charge of the case is the United District Court for the Northern District of California, and the case is known as *Tobajian v. Allstate Insurance Company*, Case No. 2:23-cv-00753-DMG-PD (C.D. Cal.). The proposed Settlement would resolve all claims in this case for the Settlement Class Members. The person who sued is called the "Plaintiff" or "Class Representative," and the company sued, Allstate Insurance Company, is referred to herein as "Allstate" or the "Defendant."

### 2. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. A representative plaintiff, also known as the "Class Representative," asserts claims on behalf of the entire Class.

The Class Representative filed this Action alleging that Allstate violated § 632.7(a) of the California Invasion of Privacy Act ("CIPA") by calling cell phones and audio recording the call(s) with the recipients without their knowledge or consent.

Allstate denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

### 3. Why is there a settlement?

The Court did not decide in favor of the Class Representative or Allstate. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and her attorneys believe the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the Settlement?

The Court has preliminarily certified a Class for settlement purposes only. You are in the Class if you are a person whom Allstate called, through the LDU Business Unit, on a cell phone between February 1, 2022 and December 31, 2022, inclusive, and you did not receive an advisement at the outset of the call that it may be recorded.

Excluded from the Class are (i) individuals who are or were during the Class Period officers or directors of Defendant in the Litigation or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included, you can call 1-XXX-XXX-XXXX or visit www. \_\_\_\_\_ for more information.

## THE SETTLEMENT BENEFITS - WHAT YOU GET

### 5. What does the Settlement provide?

Allstate has agreed to pay a total settlement amount of \$3,300,000.00, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely Claim Form, pay Class Counsel's attorneys' fees and costs, pay a service award to the Class Representative, and pay costs and expenses of settlement administration, as approved by Court.

It is estimated that if ten percent of the approximately 243,465 Settlement Class Members submit a Claim Form, then each Claimant would receive approximately \$ \_\_\_\_\_ as a cash payment; however, this is only an estimate. As the number of valid claims received increases, the amount of each Claimant's recovery will decrease accordingly. The actual amount of the Settlement Class Members' settlement check depends on how many timely and valid Claim Forms are received and the amounts of the awards to Class Counsel for attorneys' fees and costs, a service award to the Class Representative, and costs and expenses of settlement administration. Here, Class Counsel will seek up to 30% of the Settlement Fund as payment for attorneys' fees and costs (i.e., \$ \_\_\_\_\_), and up to \$3,000 from the Settlement Fund as a service award to the Class Representative for her efforts in bring this lawsuit and representing the interests of the Settlement Class Members.

Any remaining monies from uncashed Settlement checks may be redistributed in further distributions to Settlement Class Members who submitted valid and timely claims and cashed Settlement checks. However, if a further distribution would be administratively infeasible (e.g., less than \$1 per qualifying Claimant), the remaining monies will instead be donated to one or more *cy pres* recipients agreed upon by the Class Representative and Allstate.

## HOW YOU GET A PAYMENT

### 6. How and when can I get a payment?

Each Settlement Class Member who submits a valid and timely Claim Form will receive a cash payment from the Settlement Fund. The final cash payment amount will depend on the total number of valid and timely claims filed by all Settlement Class Members. Eligible Settlement Class Members should make only one claim per phone number called and the Administrator will determine the number of phone calls made to that phone number.

Claims may be submitted electronically via the Settlement Website, [www.\\_\\_\\_\\_\\_](http://www._____), or by mail to:

Tobajian Class Settlement, c/o [Administrator][ADDRESS]

The Court will hold a fairness hearing on \_\_\_\_\_, 2024, to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. Whether the appeals, if any, can be resolved is uncertain, and resolving them can take time, perhaps more than a year. Please be patient.

### 7. What am I giving up to get a payment or stay in the Class?

If you are a Settlement Class Member, unless you exclude yourself, you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Allstate or anyone else having to do with recordings of calls to a cell phone made by Allstate between February 1, 2022 and December 31, 2022, inclusive, and all of the decisions and judgments by the Court will bind you.

Section 632.7(a) of CIPA provides for damages of \$5,000 per call for any individual whose call(s) on a cordless or cell phone is intentionally recorded without that individual's knowledge or consent. However, Allstate has denied that it made any illegal recordings of calls to any cell phones or did not advise call recipients that the calls may be recorded, and in any future lawsuit it will have a full range of potential defenses, including that it had consent to make those recordings. In addition, CIPA does not provide for attorneys' fees to prevailing individual plaintiff. This Settlement permits Settlement Class Members the opportunity to obtain a smaller amount of money, risk-free, as a compromise.

If you file a Claim Form for a cash payment or do nothing at all, you will be unable to file your own lawsuit regarding the claims described in this Notice, and you will release Allstate from any liability for the Released Claims defined below and in the Settlement.

Remaining in the Class means that you, as well as anyone claiming through you such as heirs, administrators, successors, and assigns, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below).

**Released Claims.** Upon Final Approval, Releasing Persons, including Plaintiff and each Settlement Class Member, shall, by operation of the Final Approval Order, automatically be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that accrued to each Releasing Person during the Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, that were or could have been alleged in the Litigation based on the facts pleaded in the Complaint dated February 1, 2023 and/or any subsequent amended complaint filed in conjunction with the Court's approval of the Settlement, or that relate to, concern, arise from, or pertain in any way to Allstate's audio recording of telephone calls to a cellular telephone. Released Claims shall include all such claims accruing during the Class Period, whether such claims are known or unknown, suspected or unsuspected, contingent or matured. This Agreement is expressly conditioned upon the Judgment entered in connection with this Litigation containing a provision permanently barring and enjoining all Settlement Class Members (including Settlement Class Members who never received actual notice of the Settlement and who did not have actual knowledge of the Settlement) from filing, commencing, prosecuting, maintaining (including claims or actions already brought), intervening in, or participating in (as Settlement Class Members, individuals or otherwise) any action in any jurisdiction against any Released Party based on, arising from, or relating to any Released Claim accruing on or before the close of the Class Period. The proposed Settlement will become null and void and Plaintiff and Defendant will be restored to their positions as of January 12, 2024, if the Court does not approve this condition barring Settlement Class Members who do not submit a timely and valid Request for Exclusion from bringing or maintaining claims.

The Settlement Agreement (available at this link: \_\_\_\_\_) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm representing the Class listed in Question 9 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to potential Settlement Class Members who timely opt-out of the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a cash payment from this Settlement, and you want to keep the right to sue or continue to sue Allstate on your own about the legal issues in this case, then you must take steps to timely exclude yourself from the Settlement.

### 8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Tobajian v. Allstate Insurance Company*, Case No. 2:23-cv-00753-DMG-PD (C.D. Cal.). The request for exclusion must identify the case name and number. It must also include your full name, address, and the cell phone number(s) at which you were called by Allstate. You must also include a statement that you wish to be excluded from the Settlement and personally sign the statement, such as "I hereby request that I be excluded from the proposed Class in the Tobajian Class Action." **You must mail your exclusion request postmarked no later than [MONTH DAY, YEAR],** to:

Tobajian Settlement, c/o [Administrator], [ADDRESS]

If you ask to be excluded, you will not get any cash payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Allstate in the future. Although no other person may exclude you from the Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

The Court appointed the law firm of Kazerouni Law Group, APC, to represent you and other Class Members. Those attorneys at this law firm are called Class Counsel.

You will not be charged separately for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Additionally, you may enter an appearance through your own attorney if you so desire, but you do not need to do so.

### 10. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court to approve payment to compensate them for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus costs. Class Counsel will also request an award to the Class Representative as compensation for her time and effort in representing the Settlement Class Members. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund (as described in Section 5) and as may be approved by the Court.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 11. How do I tell the Court that I do not think the Settlement is fair?

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, or any part of the Settlement, for example if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written statement with the Court saying that you object to the proposed Settlement in *Tobajian v. Allstate Insurance Company*, Case No. 2:23-cv-00753-DMG-PD (C.D. Cal.). The objection must identify the case name and number. It must also include your full name, address, current phone number, the cellular telephone number(s) Allstate called you on, the reasons you object to the Settlement, whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel, and include evidence that you are a Settlement Class Member. All objections shall identify any lawyer that represents you as to your objection and provide that lawyer's address and telephone number, but you do not have to have a lawyer. Any documents that you wish for the Court to consider must also be attached to the objection, and your objection should also be sent to Class Counsel and counsel for Allstate. **Your objection to the Settlement must be filed and sent to Class Counsel and counsel for Allstate no later than [DATE].**

The objection must be provided as follows to the following:

<p><u>For Filing:</u></p> <p><i>Tobajian v. Allstate Insurance Company</i>, Case No. 2:23-cv-00753-DMG-PD United States Courthouse 350 West 1<sup>st</sup> Street Los Angeles, CA 90012</p>	<p><u>By Mail:</u></p> <p>Abbas Kazerounian Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626</p> <p><i>Counsel for Plaintiff and the Class</i></p> <p>Peggy Dayton Winston &amp; Strawn LLP 333 South Grand Avenue 38th Floor Los Angeles, CA 90071-1543</p> <p><i>Counsel for Defendant</i></p>
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## THE FINAL APPROVAL HEARING

### 12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a fairness hearing to decide whether to give final approval to the proposed Settlement. This Final Approval Hearing will be held at [redacted] on [redacted], at the United States District Court for the Central District of California, 350 West 1<sup>st</sup> Street, Los Angeles, CA 90012, in Courtroom 8C. The hearing may be moved to a different date or time without additional notice or conducted virtually, so it is a good idea to check the Settlement Website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and incentive awards to the Class Representative as described above, and in what amounts. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. You do not have to come to this hearing, but you may attend at your own expense. However, any Settlement Class Member who fails to object to the Settlement in the manner described in Section 11 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

### 13. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a notice with the Court saying that you intend to appear at the Final Approval Hearing in *Tobajian v. Allstate Insurance Company*, Case No. 2:23-cv-00753-DMG-PD (C.D. Cal.). Your notice of intention to appear must identify the case name and number. It must also include your full name, address, and telephone number, as well as copies of any papers, exhibits, or other evidence that you intend to present to the Court. Your notice of intention to appear must be filed no later than [date]. Copies of your notice of intent to appear must also be sent to Class Counsel and counsel for Allstate at the addresses provided above. You cannot speak at the hearing if you exclude yourself from the Settlement or do not file a timely notice of intention to appear at the hearing.

## IF YOU DO NOTHING

### 14. What happens if I do nothing at all?

If you do nothing, and are a Settlement Class Member, you will not receive a cash payment after the

Court approves the Settlement and any appeals are resolved. In order to receive a cash payment, you must submit a Claim Form. If you do nothing, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Allstate or any other person having to do with the legal issues in this case.

## GETTING MORE INFORMATION

### 15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting this link: \_\_\_\_\_.

**Hay una notificación completa del acuerdo en Español aquí.**

## Exhibit C

## **EXHIBIT C**

### **Instructions for CLASS ACTION CLAIM FORM**

**TOBAJIAN V. ALLSTATE INSURANCE CO., CASE NO. 2:23-CV-00753-DMG-PD**

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA**

#### **Important Information About Making a Claim for Settlement Relief**

#### **I. HOW TO MAKE A CLAIM FOR SETTLEMENT RELIEF**

a. Eligibility for Relief

If you are a person whom Allstate called on a cell phone number between February 1, 2022 and ending December 31, 2022, inclusive (the “Class Period”), and you did not consent to have that call recorded, you may be eligible for a cash payment (“Settlement Relief”).

b. How to Make a Claim for Settlement Relief

If you are entitled and wish to make a claim for Settlement Relief, you *must* complete the attached Class Action Claim Form (“Claim Form”), and mail it to *Tobajian v. Allstate*, c/o \_\_\_\_\_, P.O. Box \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, with a postmark of no later than \_\_\_\_\_, 20\_\_\_\_, or, if a private mail carrier is used, a label reflecting that the mail date is no later than \_\_\_\_\_, 20\_\_\_\_ (the “Claim Deadline”). You may also complete and submit a Claim Form on the Settlement Website ([www.TobajianSettlement.com](http://www.TobajianSettlement.com)), but must do so no later than the Claim Deadline. If you do not submit your Claim Form as required by these Instructions, you will not be able to obtain a settlement payment.

c. Certification of Your Claim

Each Claimant is required to certify that during the Class Period he or she received a call from Allstate on a cell phone and did not receive an advisory at the outset of the call that it may be recorded. Claim Forms that do not include that certification will not be valid.

Each Claimant is required to provide the phone number(s) at which the Claimant received the call(s) from Allstate. Claim Forms that do not include that information will not be valid.

d. Review of Your Claim

Once you return your completed Claim Form, your claim will be reviewed by the Administrator. If your Claim Form is properly completed and certified, and the Administrator determines that your claim is valid, you will receive your Settlement Relief, subject to final approval by the Court. <sup>1</sup>

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<sup>1</sup> The Final Approval Hearing has been scheduled by the Court for \_\_\_\_\_, 202\_\_.

**CLAIMANTS ARE CAUTIONED TO NOT SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO REVIEW BY THE CLAIMS ADMINISTRATOR.**

**II. IF YOU NEED FURTHER INFORMATION**

If you have any questions or would like further information about the terms of the Settlement, your eligibility for cash payment under the Settlement Agreement, or how to make a claim for a cash payment, you may visit [www.TobajianSettlement.com](http://www.TobajianSettlement.com), call the Administrator toll-free at 1-800-xxx-xxxx, or write to: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ XXXXX.

## Exhibit D

**EXHIBIT D**

**CLASS ACTION CLAIM FORM**

**TOBAJIAN V. ALLSTATE INSURANCE Co., CASE No. 2:23-cv-00753-DMG-PD  
UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA**

PLEASE FULLY COMPLETE THIS CLAIM FORM AND SIGN IT BELOW. INCOMPLETE CLAIM FORMS WILL BE DEEMED INVALID AND THE CLAIM WILL BE DENIED.

**TO BE COMPLETED BY YOU:**

1. Claimant's Name	_____
2. Claimant's Current Address	_____ _____ _____
3. Claimant's Email Address (optional)	_____
4. Cell Phone Number on which Claimant Received a call from Allstate between February 1, 2022 and ending December 31, 2022, inclusive.	_____ [Your cell phone number must be listed in our records as one of the phone numbers that was called by Allstate during the Class Period. If you are not certain which of your cell phone numbers may have been called, you may submit each of them separately.]

**CERTIFICATION**

**I certify that during the Class Period of February 1, 2022 through December 31, 2022, inclusive, I received a call from Allstate on the above cell phone number and did not receive an advisement at the outset of the call that it may be recorded.**

**Signature:** \_\_\_\_\_

**CLAIMS ARE SUBJECT TO REVIEW AS DESCRIBED IN THE INSTRUCTIONS. CLAIMANTS ARE CAUTIONED NOT TO SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO REVIEW BY THE ADMINISTRATOR.**

## Exhibit E

LEGAL NOTICE

*Tobajian v. Allstate Insurance Company*,  
Case No. 2:23-cv-00753-DMG-PD  
(C.D. Cal.)

*Tobajian v. Allstate*  
P.O. Box #547  
City, ST XXXXXXXXXX

A settlement has been proposed in this lawsuit pending in the U.S. District Court for the Central District of California (“Court”).

Plaintiff in this case claims that Allstate Insurance Company (“Allstate”), violated the California Invasion of Privacy Act by calling cell phones and recording those calls without consent from the recipients of those calls. Allstate denies it did anything wrong.

**Who Is Included?** You may be in the Settlement as a “Settlement Class Member” if you received a call from Allstate on your cell phone between February 1, 2022 and December 31, 2022, inclusive, and were not advised at the outset of the call that it may be recorded. If you received this notice, Allstate’s records suggest that you received a call on your cell phone during the relevant time period.

«3of9 barcode»  
«BARCODE»  
Postal Service: Please do not mark barcode  
ALTJ «Claim Number»  
«FIRST1» «LAST1»  
«ADDRESS LINE 2» «ADDRESS LINE 1»  
«CITY», «STATE»«PROVINCE» «POSTALCODE»  
«COUNTRY»



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**ALTJ**

*Tobajian v. Allstate Insurance Company, No. C.D.C.A. 16-31-DMG-RD (C.D.C.A.)* You might get a payment from this Settlement.

#548

**Summary of the Settlement:** Allstate agreed to establish a Settlement Fund of \$3,300,000 to pay Settlement Class Members who make valid and timely claims; pay any service award to the Class Representative; pay attorneys' fees and costs to Class Counsel; and pay settlement notice and administration costs. Any remaining monies from uncashed settlement checks may be redistributed or paid to one or more non-profits. This is a summary notice only; additional details of the Settlement can be found at [www.TobajianSettlement.com](http://www.TobajianSettlement.com) or by calling 1-XXX-XXX-XXXX.

**Can I Get Money from the Settlement?** Yes, each Settlement Class Member who submits a valid and timely Claim Form will receive a cash award, the amount of which depends on how many people make approved claims.

**How Do I Make A Settlement Claim?** To make a claim: 1) submit a claim online at [www.TobajianSettlement.com](http://www.TobajianSettlement.com); OR 2) print and complete the form from the Settlement Website and mail to the address below.

**Do I Have a Lawyer?** Yes. The Court appointed Kazerouni Law Group, APC, as Class Counsel. The lawyers will be paid from the Settlement Fund. You may enter an appearance in the case through your own attorney if you so desire, but you are not required to.

**What Should I Do?** Settlement Class Members have four options: (1) Submit a Claim Form to the Administrator for a share of the Settlement Fund by [redacted]. If the Settlement is approved, you will not have the right to sue separately for damages. (2) Remain a Settlement Class Member but object to the Settlement. Instructions for objecting are available at [www.TobajianSettlement.com](http://www.TobajianSettlement.com). Objections and supporting documents must be filed with the Court by [redacted]. You may choose to pay for and be represented by a lawyer who may send the objection for you.

(3) Exclude yourself from the Settlement by mailing a request to the Administrator (not the Court). You must provide in writing your name and address and state that you want to be excluded from this Settlement. You must personally sign the request for exclusion and have it postmarked no later than [redacted]. (4) Do Nothing: If you do nothing, you will remain part of the Class and will release your

claims against the Released Parties, but you will not receive any money from this Settlement.

**Scheduled Hearing:** The judge scheduled a hearing for [date], at [time] in Courtroom 8C of the U.S. District Court, Central District of California Courthouse, 350 W. 1<sup>st</sup> Street, Los Angeles, CA 90012, regarding whether to give final approval to the Settlement, including the amounts of any attorneys' fees, costs, and class representative awards. The hearing may be changed without notice. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

**For more information:** Visit: [www.TobajianSettlement.com](http://www.TobajianSettlement.com); Call: 1-XXX-XXX-XXXX; or write to: Tobajian Settlement, c/o [Administrator], P.O. Box XXXXX, [City, State ZIP].

En el sitio web, [BajajAuto.com](http://BajajAuto.com), hay una notificación completa del acuerdo en Español. Para un operador telefónico de habla Español, llame al 1-XXX-XXX-XXXX.

#:549

## Exhibit F

**EXHIBIT F**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARIA TOBAJIAN, INDIVIDUALLY  
AND ON BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

CASE NO.: 2:23-CV-00753-DMG-PD

Complaint Filed: 2/1/2023

Judge: Hon. Dolly M. Gee

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND DISMISSING PLAINTIFF'S CLAIMS**

This Court, having held a Final Approval Hearing on \_\_\_\_\_, 202\_,  
having provided notice of that hearing in accordance with the Preliminary Approval  
Order, and having considered all matters submitted to it in connection with the Final  
Approval Hearing and otherwise, and finding no just reason for delay in entry of this  
Order Granting Final Approval of Class Action Settlement and Dismissing Plaintiff's  
Claims (the "Final Approval Order" or this "Order"), and good cause appearing  
therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Unless otherwise defined, all capitalized terms in this Final Approval Order shall have the same meaning as they do in the Settlement Agreement filed at Dkt. No. \_\_\_\_ on \_\_\_\_\_, 202\_\_.

2. The Court has jurisdiction over the subject matter of the Litigation and over the Parties, including all Class Members with respect to the Class certified for settlement purposes, which is as follows:

All persons in California whose cellular telephone conversation on at least one outgoing call from the LDU Business Unit of Defendant was recorded by Defendant and/or its agent(s) without that person's consent within the Class Period (as defined below). Excluded from the Class are: (i) individuals who are or were during the Class Period officers or directors of Defendant in the Litigation or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

3. The Court finds that the Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the Litigation and of the strengths and weaknesses of their respective positions. Further, settlement occurred only after the parties negotiated over a period of many weeks. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

4. The Court finally certifies the Settlement Class for settlement purposes and finds, for settlement purposes only, that the Litigation satisfies all the requirements of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure. Specifically, the Court finds for settlement purposes only that: (a) the Class is sufficiently numerous that joinder of all its members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claim of Plaintiff is typical of the claims of the Class she seeks to represent; (d) Plaintiff has and will continue to fairly and adequately represent the interests of the Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member; (f) the Class is ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. The Court finally appoints Abbas Kazerounian, Ryan L. McBride, and Aryanna Young of the law firm of Kazerouni Law Group, APC, as Class Counsel for the Class.

6. The Court finally designates Plaintiff Maria Tobajian as the Class Representative.

7. The Court makes the following findings and conclusions regarding notice to the Class:

- a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
- b. The Class Notice: (i) constituted the best practicable notice under the circumstances to Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, their right to

object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- c. The Court finds that Defendant has complied with its notice obligations under the Class Action Fairness Act, 28 U.S.C. § 1715, in connection with the proposed Settlement.

8. The Court finally approves the Settlement as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e). The terms and provisions of the Settlement Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Class Members.

9. The Court approves the plan of distribution for the Settlement Fund as set forth in the Settlement Agreement. The Administrator is ordered to comply with the terms of the Agreement with respect to distribution of Settlement Relief, including a second payment, if feasible. Should any unclaimed funds be distributed, the Court hereby approves the National Consumer Law Center and the Center on Privacy and Technology at Georgetown Law as equal recipients of those unclaimed funds, after accounting for the costs of administering that distribution. This Court finds this organization closely aligned with the Class's interests.

10. By incorporating the Agreement and its terms herein, this Court determines that this Final Approval Order complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

11. Class Counsel have moved pursuant to the Agreement, Fed. R. Civ. P. 23(h) and 52(a) for an award of attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

- a. that the Settlement confers substantial benefits on the Settlement Class Members;
- b. that the value conferred on the Class is immediate and readily quantifiable;
- c. that within 30 Days after the Effective Date, Settlement Class Members who have submitted valid Claim Forms will be mailed cash payments that represent a significant portion of the damages that would be available to them were they to prevail in an individual action under the California Invasion of Privacy Act;
- d. that Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;
- e. that the Settlement was obtained as a direct result of Class Counsel's advocacy;
- f. that the Settlement was reached following extensive negotiation between Class Counsel and Defendant's Counsel, and was negotiated in good faith and in the absence of collusion;
- g. that counsel who recover a common benefit for persons other than himself or his client is entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984).

12. Accordingly, Class Counsel are hereby awarded \$ \_\_\_\_\_ as a combined award for attorneys' fees and litigation expenses from the Settlement Fund, which this Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. The Court also finds that Class Counsels' hourly rates are reasonable.

13. The Class Representative, as identified in the Preliminary Approval Order, is hereby compensated in the amount of \$ \_\_\_\_\_ for her efforts in this case, which amount shall be paid to Class Representative from the Settlement Fund in accordance with the terms of the Agreement.

14. The terms of the Agreement and of this Final Approval Order, including all exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Plaintiff and all other Settlement Class Members, and anyone claiming through them such as heirs, administrators, successors, and assigns.

15. The Releases, which are set forth in Section 10 of the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Order; and the Released Parties are fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged by the Releasing Persons from all Released Claims.

- a. Released Claims of Settlement Class. Upon Final Approval, Releasing Persons, including Plaintiff and each Settlement Class Member, shall, by operation of the Final Approval Order, automatically be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that

accrued to each Releasing Person during the Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, that were or could have been alleged in the Litigation based on the facts pleaded in the Complaint dated February 1, 2023 and/or any subsequent amended complaint filed in conjunction with the Court's approval of the Settlement, or that relate to, concern, arise from, or pertain in any way to Allstate's audio recording of telephone calls to a cellular telephone.

- b. In connection with the foregoing Releases, Plaintiff and each Settlement Class Member shall be deemed, as of the entry of the Judgment, to have waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

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.

To the extent that anyone might argue that these principles of law are applicable, Plaintiff hereby agrees, and each Settlement Class Member is deemed to agree, that the provisions of all such principles of law or similar federal or state laws, rights, rules, or

legal principles, to the extent they may be found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. Plaintiff recognizes, and each Settlement Class Member is deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Judgment, they fully, finally, and forever settle and release any and all Released Claims covered by these Releases.

- c. The Agreement and the Releases therein do not affect the rights of potential Settlement Class Members who submitted a Request for Exclusion from the Settlement Class in accordance with the requirements in Section 11 of the Agreement.
- d. The administration and consummation of the Settlement as embodied in the Agreement shall remain under the authority of this Court. This Court retains jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the Releases contained in the Agreement. This Court retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement.
- e. Upon entry of the Judgment: (i) the Agreement shall be the exclusive remedy for all Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any such Settlement Class Members; (iii) all such Settlement Class Members shall be permanently barred and enjoined from filing, commencing, prosecuting, maintaining (including claims or actions already filed), intervening in, defending, or participating in (as parties, class members or

otherwise) any action in any jurisdiction based on, arising from or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iv) all such Settlement Class Members shall be permanently barred and enjoined from organizing any individuals who submit a Request for Exclusion, or soliciting the participation of any individuals who submit a Request for Exclusion, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

- f. Nothing in the Agreement and the Releases shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to release any rights or duties of Plaintiff or Defendant arising out of the Agreement, including the express warranties and covenants contained herein.

16. The Court dismisses all Released Claims, with prejudice, without costs to any Party, except as expressly provided for in the Agreement and this Order.

17. Neither the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Order, nor any of its terms and provisions nor the Judgment to be entered pursuant to this Order, nor any of its terms and provisions, shall be:

- a. Offered by any person or received against any Released Party as evidence or construed as or deemed to be evidence of any

- presumption, concession, or admission by any Released Party of the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in the Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing of any Released Party; or
- b. Offered by any person or received against any Released Party as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Released Party or any other wrongdoing by any Released Party; or
  - c. Offered by any person or received against any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

18. This Order, the Judgment to be entered pursuant to this Order, and the Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Person to support a defense of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Agreement.

20. This Order and the Judgment to be entered pursuant to this Order shall be effective upon entry. In the event that this Order and/or the Judgment to be entered pursuant to this Order are reversed or vacated pursuant to a direct appeal in the Litigation or the Agreement is terminated pursuant to its terms, all orders entered and

releases delivered in connection herewith shall be null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions in the Litigation as of January 12, 2024. In such event, and except as provided therein, the proposed Settlement and Agreement shall be null and void from its inception and Plaintiff and Defendant will be restored to their respective positions in the Litigation as of January 12, 2024, and Plaintiff and Defendant retain all of their pre-Settlement litigation rights and defenses, including Plaintiff's right to seek class certification and Defendant's right to oppose class certification in the Litigation, or in any other action, on all available grounds as if no Class had been certified. In such event, the terms and provisions of the Agreement will have no further force and effect with respect to Plaintiff or Defendant and will not be used in the Litigation, or in any other proceeding for any purpose, and all communications and documents related to the Settlement, including the Agreement, the exhibits thereto, this Order, and any discussions or documents relating to the Settlement or this Agreement, will be subject to Federal Rule of Evidence 408 and be inadmissible in this Litigation or in any other proceeding. In such event, all Parties to the Litigation shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. The certification of the Class, if any, shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied, and all other applicable settlement, negotiation, and mediation privileges, and any judgment or order entered by the Court in accordance with the terms of this Agreement, will be treated as vacated, *nunc pro tunc*.

21. A Judgment substantially in the form attached hereto as Exhibit F-1 will be entered forthwith.

DONE and ORDERED in Chambers in San Francisco, California, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

Dolly M. Gee  
UNITED STATES DISTRICT JUDGE

## Exhibit F-1

**EXHIBIT F-1**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARIA TOBAJIAN, INDIVIDUALLY  
AND ON BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

CASE NO.: 2:23-CV-00753-DMG-PD

Complaint Filed: 2/1/2023

Judge: Hon. Dolly M. Gee

**FINAL JUDGMENT**

This Litigation having settled pursuant to the Settlement Agreement (“Agreement”) and the Court having entered an Order Granting Final Approval of Class Action Settlement and Dismissing Plaintiff’s Claims (the “Final Approval Order”), IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Unless otherwise defined, all capitalized terms in this Judgment shall have the same meaning as they do in the Agreement.
2. Judgment is hereby entered on the Complaint filed on February 1, 2023 (Dkt. No. 1), in accordance with Rule 58(a) of the Federal Rules of Civil Procedure;
3. All of Plaintiff’s and Settlement Class Members’ claims in this Litigation are hereby dismissed on the merits and with prejudice, without fees (including

attorneys' fees) or costs to any Party except as otherwise provided in the Agreement and Final Approval Order.

- a. "Plaintiff" means Maria Tobajian.
- b. "Settlement Class Members" are members of the "Class," which consists of the following:

All persons in California whose cellular telephone conversation on at least one outgoing call from the LDU Business Unit of Defendant was recorded by Defendant and/or its agent(s) without that person's consent within the Class Period (as defined below). Excluded from the Class are: (i) individuals who are or were during the Class Period officers or directors of Defendant in the Litigation or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

- c. "Allstate" means Allstate Insurance Company.

4. All Releasing Persons have released the Released Claims as against the Released Parties, and are, from this day forward, hereby permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

- a. "Released Claims" means the claims released as provided for in Section 10 of the Settlement Agreement.

- b. “Released Parties” means: Allstate and each of its present and former divisions, parents, subsidiaries, affiliates, predecessors, successors, assigns, investors, and parents, any direct or indirect subsidiary of Allstate and each of their present and former divisions, parents, subsidiaries, affiliates, predecessors, successors, assigns, investors, and parent companies, and all of their present and former officers, directors, employees, agents, insurers, members, attorneys, advisors, consultants, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, brokers, distributors, representatives, predecessors, successors, and assigns of each of them
- c. “Releasing Persons” means: Plaintiff, all Settlement Class Members, and their respective beneficiaries, spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors, co-obligors, co-debtors, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf.

5. Without affecting the finality of this Judgment, the Court retains jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Agreement and the Releases contained in therein, including jurisdiction to enter such further orders as may be necessary or appropriate to administer and implement the terms and provisions of the Agreement.

6. The Complaint is hereby dismissed with prejudice.

DONE and ORDERED in Chambers in Los Angeles, California, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

Hon. Dolly M. Gee  
UNITED STATES DISTRICT JUDGE

## Exhibit G

*Tobajian v. Allstate Insurance Company*, No. 2:23-cv-00753-DMG-PD (C.D. Cal.)

You might get a payment from this Settlement.

Dear <<FirstName>> <<LastName>>,

<b>YOUR CLAIM ID</b>	<<ClaimID>>
<b>YOUR PIN</b>	<<PIN>>
<b>USE THESE UNIQUE NUMBERS WHEN FILING YOUR CLAIM FORM TO RECEIVE A CLASS PAYMENT</b>	

**LEGAL NOTICE**

A settlement has been proposed in this lawsuit pending in the U.S. District Court for the Central District of California (“Court”).

Plaintiff in this case claims that Allstate Insurance Company (“Allstate”), violated the California Invasion of Privacy Act by calling cell phones and recording those calls without consent from the recipients of those calls. Allstate denies it did anything wrong.

**Who Is Included?** You may be in the Settlement as a “Settlement Class Member” if you received a call from Allstate on your cell phone between February 1, 2022 and December 31, 2022, inclusive, and were not advised at the outset of the call that it may be recorded. If you received this notice, Allstate’s records suggest that you received a call on your cell phone during the relevant time period.

**Summary of the Settlement:** Allstate agreed to establish a Settlement Fund of \$3,300,000 to pay Settlement Class Members who make valid and timely claims; pay any service award to the Class Representative; pay attorneys’ fees and costs to Class Counsel; and pay settlement notice and administration costs. Any remaining monies from uncashed settlement checks may be redistributed or paid to one or more non-profits. This is a summary notice only; additional details of the Settlement can be found at [www.TobajianSettlement.com](http://www.TobajianSettlement.com) or by calling 1-XXX-XXX-XXXX.

**Can I Get Money from the Settlement?** Yes, each Settlement Class Member who submits a valid and timely Claim Form will receive a cash award, the amount of which depends on how many people make approved claims in addition to how many calls you received.

**How Do I Make A Settlement Claim?** To make a claim: 1) submit a claim online at [www.TobajianSettlement.com](http://www.TobajianSettlement.com); OR 2) print and complete the form from the Settlement Website and mail to the address below.

[\*\*CLICK HERE TO FILE YOUR CLAIM FORM\*\*](#)

**Do I Have a Lawyer?** Yes. The Court appointed Kazerouni Law Group, APC, as Class Counsel. The lawyers will be paid from the Settlement Fund. You may enter an appearance in the case through your own attorney if you so desire, but you are not required to.

**What Should I Do?** Settlement Class Members have four options: (1) Submit a Claim Form to the Administrator for a share of the Settlement Fund by [redacted]. If the Settlement is approved, you will not have the right to sue separately for damages. (2) Remain a Settlement Class Member but object to the Settlement. Instructions for objecting are available at [www.TobajianSettlement.com](http://www.TobajianSettlement.com). Objections and supporting documents must be filed with the Court by [redacted]. You may choose to pay for and be represented by a lawyer who may send the objection for you. (3) Exclude yourself from the Settlement by mailing a request to the Administrator (not the Court). Instructions for excluding yourself from the Settlement are available at [www.TobajianSettlement.com](http://www.TobajianSettlement.com). You must provide in writing your name and address and state that you want to be excluded from this Settlement. You must personally sign the request for exclusion and have it postmarked no later than [redacted]. (4) Do Nothing: If you do nothing, you will remain part of the Class and will release your claims against the Released Parties, but you will not receive any money from this Settlement.

**Scheduled Hearing:** The judge scheduled a hearing for [date], at [time] in Courtroom 8C of the U.S. District Court, Central District of California Courthouse, 350 W. 1<sup>st</sup> Street, Los Angeles, CA 90012, regarding whether to give final approval to the Settlement, including the amounts of any attorneys’ fees, costs, and class representative awards. The

hearing may be changed without notice. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

**For more information:** Visit: [www.TobajianSettlement.com](http://www.TobajianSettlement.com); Call: 1-XXX-XXX-XXXX; or write to: Tobajian Settlement, c/o [Administrator], P.O. Box XXXXX, [City, State ZIP].

**En el sitio web, [TobajianSettlement.com](http://TobajianSettlement.com), hay una notificación completa del acuerdo en Español. Para un operador telefónico de habla Español, llame al 1-XXX-XXX-XXXX.**

## Exhibit H



# DIGITAL MEDIA MOCKUPS

*Tobajjan v. Allstate Corp.*

May 17, 2023

KCC Class Action Services, LLC

**NOTE:** All creatives displayed herein are for representative purposes only and may not be to scale.

# DISPLAY

Digital media impressions will be served on desktop and mobile devices via various websites and apps on the Google Display Network.

If you received a call on a cell phone from Allstate Insurance Co. and did not consent to that call being recorded, YOU MAY BE ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT.

TobajianSettlement.com

LEARN MORE



300x600

If you received a call on a cell phone from Allstate Insurance Co. and did not consent to that call being recorded, YOU MAY BE ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT.

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## Display Text:

If you received a call on a cell phone from Allstate Insurance Co. and did not consent to that call being recorded, YOU MAY BE ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT.

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Click-through URL: <http://tobajiansettlement.com/>