IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TISHA HILARIO, individually and on behalf of all others similarly situated Plaintiffs, vs. ALLSTATE INSURANCE COMPANY, Defendant.	Case No.: 3:20-CV-05459-WHO Hon. Judge William H. Orrick

CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff and Class Representative, TISHA HILARIO, individually and on behalf of all others similarly situated, and Defendant, ALLSTATE INSURANCE COMPANY, as follows:

RECITALS

WHEREAS, capitalized terms not otherwise defined shall have the meaning set forth in Article III of the Settlement Agreement.

WHEREAS, Plaintiff has filed and prosecuted a Class Action Complaint alleging that she, as well as a class of similarly situated individuals, were charged excessive homeowners' insurance premiums by Defendant as the result of alleged double counting of garage square footage for certain California homes with a built-in garage.

WHEREAS, Plaintiff claims that each and all of the contentions and legal theories asserted in the Complaint are meritorious;

WHEREAS, after considering the potential benefits of settlement; the length of time which may be necessary to continue the Action through trial and the appeals that might follow; the uncertainty inherent in any complex litigation; and the substantial benefits of the settlement for the Class Members, including the fact that even if Plaintiff ultimately prevailed in her claims, there is no guarantee that she or the Class Members would receive any greater relief than they will receive from the settlement, Plaintiff and Class Counsel have concluded that the proposed settlement on the terms and conditions of this Settlement Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiff and the Class Members;

WHEREAS, Defendant, ALLSTATE INSURANCE COMPANY, has denied and still denies liability, wrongdoing, and damages, with respect to the matters alleged in the Action;

WHEREAS, Defendant, ALLSTATE INSURANCE COMPANY, is electing to enter into this Settlement Agreement to avoid the uncertainty, costs, and delay of litigation. This Agreement is for settlement purposes only; neither the fact of, nor any provision contained in it, nor any negotiations or proceedings related thereto, nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim alleged in this Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant;

WHEREAS, the settlement contemplated by this Settlement Agreement is the product of extensive, good faith, and arm's-length negotiation between Class Counsel and Defendant's Counsel prior to and during a mediation on December 12, 2024 with the Ninth Circuit's Chief Circuit Mediator, Stephen M. Liacouras ("Mediator Liacouras");

NOW, THEREFORE, in consideration of the foregoing Recitals and the agreements, covenants, representations and warranties set forth herein, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their counsel, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and the occurrence of the conditions to settlement as set forth herein, the Released Claims shall be finally and fully compromised, settled, released, and forever discharged as to the Released Parties, and this Action shall be dismissed with prejudice upon and subject to the following terms and conditions:

ARTICLE I.
INTENTION OF THE PARTIES

1. The Settlement Agreement, including all associated exhibits and attachments (which are expressly incorporated herein), is made and entered into by and between the Parties, each with the assistance of their respective counsel, and is intended to fully, finally, and forever settle, compromise, and discharge the Released Claims as to the Released Parties arising from or related to the Action, subject to the terms and conditions set forth herein. The Settlement Agreement supersedes any and all prior agreements of the Parties concerning settlement of the Action and any memoranda of understanding or term sheets containing such agreements.

2. Because this Action was pled as a class action, the settlement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement Agreement on a conditional basis.

3. If any event constituting a Pre-Condition to settlement as set forth in Article VI is not met, this Settlement Agreement is not approved by the Court or fails to become effective, or approval is reversed, withdrawn, or materially modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action, or in any other judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and none of the Parties will be deemed to have waived any claims, objections, defenses, privileges, or arguments.

4. This Settlement Agreement reflects offers of compromise and, pursuant to Federal Rule of Evidence 408 and any similar federal, state, or local statute or rule, neither its acceptance by the Parties nor its filing with the Court shall, in themselves, render this Settlement Agreement admissible in evidence in any other proceeding, subject to the limited exception that it shall be admissible in an action or proceeding to approve, interpret, or enforce this Settlement Agreement. The Parties agree that this paragraph is not intended to limit in any way any protections afforded by Federal Rule of Evidence 408 or any similar, applicable federal, state, or local statute or rule regarding admissibility of the Settlement Agreement.

ARTICLE II.
LITIGATION BACKGROUND

1. On August 6, 2020, Plaintiff, TISHA HILARIO, filed the Action in the United States District Court for the Northern District of California on behalf of herself and a putative class who were allegedly charged excessive homeowners' insurance premiums by Defendant due to purported "double counting" of built-in garage square footage for certain California homeowners.

2. The Action was assigned to Honorable Judge William H. Orrick and remains pending before Judge Orrick.

3. The First Amended Complaint (hereafter, the "Operative Complaint") (Doc. 41) alleges class claims that Defendant violated the California Unfair and Fraudulent Business Practices Act (as codified under Cal. Bus. & Prof. Code § 17200, et seq.) and was negligent by charging premiums that "double-count[ed] the built-in garage space" for its California homeowners policyholders.

4. On February 19, 2021, Defendant filed its answer to the Operative Complaint, and denied all liability, wrongdoing, and damages alleged by Plaintiff.

5. Subsequently, the Parties engaged in extensive discovery relating to Parties' respective claims and defenses, both individually and as to the putative class. In addition to written discovery, the Parties took eleven (11) depositions, including the deposition of Plaintiff and Class Representative, Tisha Hilario, the deposition of Plaintiff's expert witness, Kathryn McNally, numerous depositions of current and former employees of Defendant, and the deposition of Defendant's Rule 30(b)(6) designee.

6. On July 1, 2022, Plaintiff filed a Motion for Class Certification under Fed. R. Civ. P. 23(b)(3), Fed. R. Civ. P. Rule 23(b)(2), and alternatively, under Fed. R. Civ. P. 23(c)(4). Defendant filed its opposition to Plaintiff's motion for class certification on August 25, 2022, and Plaintiff

filed her reply brief on October 20, 2022. On November 22, 2022, the Court entered an order granting Plaintiff's motion in part and certifying the following class under Rule 23(b)(3):

> All Allstate California homeowners' insurance policyholders as of March 2019, who paid premiums and had at least one built-in garage, and whose garage square footage was counted twice in calculating insured square footage and premiums.

(Doc. 92.) The Court denied certification of classes under Rule 23(b)(2) and Rule 23(c)(4). The Court found that Plaintiff, Tisha Hilario, met the typicality and adequacy requirements under Rule 23(a) and approved of her serving as Class Representative. The Court found that Class Counsel are adequate and approved of them serving as Class Counsel.

7. On December 6, 2022, Defendant filed a Petition for Review of Class Certification Order Under Fed. R. Civ. P. 23(f). On December 16, 2022, Plaintiff filed an Answer to Defendant's Petition. On February 23, 2023, the United States Court of Appeals for the Ninth Circuit granted Defendant's Rule 23(f) petition for permission to appeal the District Court's November 22, 2022 order granting class certification.

8. Subsequently, Allstate filed its Opening Brief with the Ninth Circuit on June 23, 2023, Plaintiff filed her Answering Brief on September 11, 2023, and Allstate filed its Reply Brief on November 1, 2023. The matter was argued and submitted to the Ninth Circuit on January 11, 2024. On February 14, 2024, the Ninth Circuit issued an order affirming the District Court's order certifying the class.

9. The Parties subsequently agreed to mediate the case and, on June 5, 2024, conducted a private mediation with mediator Bruce Friedman. The mediation did not resolve the case, but the Parties continued to engage in counsel-to-counsel negotiations for the next several months.

10. Pursuant to the request of the Parties, on October 24, 2024, the ADR Program Case Administrator for the United States District Court for the Northern District of California, assigned a mediator under the ADR Local Rules. Mediator Liacouras was assigned to this matter.

11. On December 12, 2024, after a full-day mediation with Mediator Liacouras, the Parties reached a settlement in principle, the terms of which are more fully set forth in this Settlement Agreement.

ARTICLE III.
DEFINITIONS

1. The "Action" means the lawsuit titled *Hilario v. Allstate Insurance Company,* No. 3:20-cv-05459-WHO, pending in United States District Court for the Northern District of California.

2. "Administrative Expenses" means all expenses arising out of the administration of the settlement, including but not limited to, the cost of preparing and sending Class Notice, and any other costs attendant to the administration of the settlement as may be agreed to by the Parties and approved by the Court as necessary to effectuate the settlement.

3. "Class Administration Process" means the process detailed in Article VIII.

4. "Class Counsel" means the law firms of Hart McLaughlin & Eldridge, LLC, and Shane Law LLC.

5. "Class Members" shall mean the class defined in Article IV.

6. "Class Representative" means Tisha Hilario.

7. "Class Notice Issuance Deadline" means a date to be set by the Court through the Preliminary Approval Order no later than thirty (30) days following the entry of the Preliminary Approval Order.

8. "Class Notice Response Deadline" means a date to be set by the Court through the Preliminary Approval Order no earlier than thirty (30) days before the Final Approval Hearing.

9. "Class Notice" means a notice to be submitted for approval by the Court substantially in the form attached hereto as **Exhibit A**, and which will advise Class Members of the terms of the settlement and their right to opt-out or object.

10. "Complaint" means the filing titled *First Amended Class Action Complaint* and identified as Doc. No. 41 on the Court's docket in the Action.

11. "Confidential Information" shall have the same meaning as the term is defined in the *Stipulated Protective Order* entered in the Action and identified as Doc. No. 48 on the Court's docket in the Action.

12. "Costs and Expenses" means the costs and expenses incurred and advanced by Class Counsel in prosecuting this Action.

13. "Court" means the United States District Court for the Northern District of California.

14. "Defendant" means Allstate Insurance Company.

15. "Defendant's Counsel" means the law firm of Dentons US LLP, 233 South Wacker Drive, Suite 5900, Chicago, IL 60606.

16. "Final Approval Hearing" means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Settlement Agreement; (ii) considering the Parties' request for entry of the Final Approval and Judgment Order; (iii) granting or denying final Court approval to the settlement; and (iv) addressing Objections (if any) as set forth in Article IX and other such matters necessary or required for review and approval of the settlement by the Court.

17. "Final Approval and Judgment Order" means the final approval of the settlement and the judgment to be entered by the Court pursuant to this Settlement Agreement, substantially in the form of the order attached hereto as **Exhibit B**.

18. "Individual Plaintiff" means Tisha Hilario.

19. "Fee Award" means the proposed payment of one million three hundred thirty-three dollars and thirty-three cents ($1,333,333.33) to Class Counsel for their attorneys' fees incurred in the prosecution of the Action as agreed to by the parties.

20. "Objections" means the written notice containing the information set forth in Article IX which a Class Member is required to submit to the Settlement Administrator no later than the Class Notice Response Deadline to object to the settlement.

21. "Parties" means Plaintiff, Tisha Hilario, individually and as Class Representative, and Defendant, Allstate Insurance Company.

22. "Person" means an individual, corporation, partnership, limited partnership, limited liability company, association, estate, legal representative, trust, unincorporated organization and any other type of legal entity, and their heirs, predecessors, successors, representatives, and assigns.

23. "Plaintiff" means Tisha Hilario, individually and as Class Representative.

24. "Preliminary Approval Date" means the date on which the Court enters the Preliminary Approval Order.

25. "Preliminary Approval Order" or "Order Granting Preliminary Approval of Settlement" means an order to be agreed by the Parties for entry and filing by the Court or other order entered by the Court granting preliminary approval to the settlement.

26. "Released Claims" means all claims (including California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and negligence claims), whether known or unknown, rights, demands, actions, causes of action, allegations, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorneys' fees and costs, liens, and judgments, of any kind whatsoever, and whether arising under or based on contract, extra-contractual or tort theories, at law or in equity, or under federal, state, or local law, statute, ordinance, rule, or

regulation, that each Releasing Party has or may have had against the Released Party that relate to, concern, arise from, or pertain in any way to: (i) utilizing purportedly excessive built-in garage square footage, as one of many components, in calculating California homeowners coverage and resulting premium; (ii) collectively, all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, in law or equity, known or unknown, asserted or that might have been asserted, either directly or indirectly, in a representative or in any other capacity, by Plaintiff, including her current and former agents, assigns, representatives, heirs, executors, trustees, administrators, and any other Person or entity having any legal or beneficial interest in her claims, against any of the Released Parties for any matter, arising out of, relating to, or in connection with the Action, the Complaint, the Settlement Agreement, or any of the subjects resolved through the execution of the Settlement Agreement.

27. Without limiting the foregoing in any way, Plaintiffs, and all Class Members who have not timely and properly excluded themselves as set forth in this Agreement, expressly waive all rights under Section 1542 of the California Civil Code, realizing and understanding that Section 1542 provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

28. "Released Party" or "Released Parties" means: (i) Allstate Insurance Company and all of its past and present divisions, parent entities, associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys,

employees, stockholders, successors, assigns, independent contractors, and legal representatives of the entities set forth in (i).

29. "Releasing Party" mean Plaintiff, Tisha Hilario, and all Class Members who do not properly and timely opt out, and their current and former agents, assigns, representatives, heirs, executors, trustees, administrators, and any other Person or entity having any legal or beneficial interest in the Released Claims.

30. "Service Award" means the payment in the amount of twenty thousand dollars ($20,000.00) to be made, if approved by the Court, to Plaintiff, Tisha Hilario.

31. "Settlement Administrator" means Angeion.

32. "Settlement Agreement" means this Class Action Settlement Agreement, and all of its attachments and exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them and which is subject to Court approval. It is understood and agreed that Defendant's obligations for payment under this Settlement Agreement are conditioned on, among other things, the occurrence of a court-entered order dismissing the Action with prejudice.

33. "Settlement Effective Date" means the later date of: (i) the Court's order granting final approval of the settlement substantially the same as the attached Exhibit B, if there are no Objections to the settlement; (ii) if there are Objections, then upon the expiration of time for appeal of the Final Judgment; or (iii) if any appeal has been taken from the Final Judgment, then the date on which all appeals therefrom, including petitions for rehearing, petitions for rehearing *en banc*, and petitions for *certiorari*, or any other form of judicial review have been finally disposed of in a manner that affirms the Final Judgment without material alteration to Exhibit B.

ARTICLE IV.
THE CLASS

1. The settlement class, means:

> All California homeowners policyholders of Allstate where: (a) Allstate's internal records reflect the home to have a built-in garage; (b) Allstate included the policy in its corrective action process called Project UIN 203019 ("Project UIN"); and (c) Project UIN increased the square footage of the home in Allstate's internal records to a level that reflects actual or potential double counting of garage space.

(hereinafter, the "Class" or "Class Members" or "Settlement Class").

2. Class Members shall include all Persons who are deemed to meet the definition set forth in Article IV, No. 1 above.

ARTICLE V.
PAYMENTS

A. Settlement Fund.

Defendant agrees to pay $4,000,000 into an account established by the Settlement Administrator within fifteen (15) days after the Settlement Effective Date (the "Settlement Fund"). The $4,000,000 Settlement Fund payment is the total and exclusive payment that Defendant will make. The Settlement Administrator shall agree to hold the Settlement Fund in an interest-bearing account and to administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1 *et seq*. Any taxes owed by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund. The interest earned in the aforementioned account shall be added to the Settlement Fund.

B. Settlement Fund Payment to Class Members.

Settlement payments to the Class Members shall be made exclusively from the Settlement Fund as set forth in Appendix 1 for all Class Members who have not timely opted-out. The parties agree that the settlement amounts for each Class Member set forth in Appendix 1 fairly and proportionally approximate each Class Member's potential damages in light of the allegations in Plaintiff's Complaint, the risks and costs of ongoing litigation, and the fees earned by Class Counsel in securing this result.

Defendant does not oppose or object to the approval of payment of these amounts from the Settlement Fund. The Settlement Administrator will issue settlement payments to each Class Member who has not timely opt-ed out within thirty (30) days of the Settlement Effective Date.

C. Service Award to Settlement Class Representatives.

Subject to Court approval, the parties agree that Tisha Hilario, the Class Representative, shall receive a $20,000 Service Award from the Settlement Fund within forty (40) days of the Settlement Effective Date.

D. No Further Payment Obligation.

The payments of the Settlement Award and the Service Award represent all the monetary components of the settlement to or for the benefit of the Class Representatives and Class Members. The foregoing payments are the only payments to which Class Members will be entitled under the Settlement Agreement, and claim settlement payments are deemed to be inclusive of claims for any potentially applicable damages, penalties, interest, and fees, subject to the payments of attorneys' fees and expenses and any service award required to be paid separately as provided for herein. Defendant shall have no further payment obligations other than funding the Class Administration Process pursuant to Article VIII and payment of Class Counsel's attorneys' fees, costs, and expenses pursuant to Article XIII beyond the $4,000,000 Settlement Fund payment.

ARTICLE VI.
PRE-CONDITIONS TO SETTLEMENT

This Settlement Agreement shall be of no force or effect and shall be void *ab initio* without prejudice to the rights of any Party unless each of the following conditions is fully satisfied:

(a) Preliminary approval by the Court of the Settlement Agreement pursuant to the terms outlined herein and the Court's entry of a Preliminary Approval Order;

(b) Entry of the Final Approval and Judgment Order by the Court;

(c) Occurrence of the Settlement Effective Date; and

(d) Entry of a Final Agreed Order of Dismissal from the Court dismissing with prejudice all of Plaintiff's claims against Defendant without leave to reinstate in substantially the same form as the Order attached as **Exhibit D**.

ARTICLE VII.
PRELIMINARY APPROVAL PROCESS AND COURT APPROVAL OF NOTICE TO THE CLASS

1. Plaintiffs shall promptly submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement, which will seek an order:

(a) Preliminarily approving the settlement fair, reasonable, and adequate;

(b) Appointing Angeion as the Settlement Administrator;

(c) Approving the form and content of the Class Notice consistent with the provisions hereof to notify Class Members of the hearing on final approval of the Settlement Agreement and determine that such notice complies with all requirements, including, but not limited to Rule 23 and the Due Process Clause of the United States Constitution;

(d) Preliminarily approving the proposed Service Award to the Class Representative;

(e) Preliminarily approving the Fee Award to Class Counsel;

(f) Scheduling the Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate;

(g) Requiring each Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, to file with the

Court and mail to the Administrator (such that it is postmarked), no later than thirty (30) days before the Final Approval Hearing, a written objection, and require that any Class Member who wishes to appear at the Final Approval Hearing regarding their objection, to file a notice of intention to appear at the Final Approval Hearing together with copies of any papers the Class Member intends to present to the Court in connection with this Settlement Agreement, or be forever barred from objecting;

(h) Providing that the Final Approval Hearing may take place, at the sole discretion of the Court, via telephone or video and provide that any Class Member who files a notice of intention to appear at the Final Approval Hearing shall be provided with information necessary to access the telephone or video hearing;

(i) Preliminarily enjoining all Class Members, who have not timely and properly excluded themselves 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 on behalf of any Class Members who have not timely excluded themselves, based on or arising from the Released Claims; and (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; and

(j) Authorizing the Parties to take all necessary and appropriate steps to implement the settlement as set forth in this Settlement Agreement;

(k) Such additional provisions as provided in **Exhibit C** as necessary to implement this settlement, and to issue related orders to effectuate the preliminary approval of the Settlement Agreement.

ARTICLE VIII.
NOTICE AND SETTLEMENT ADMINISTRATION

1. Upon entry of a Preliminary Approval Order, Defendant will provide the Settlement Administrator, Angeion, with:

(a) a spreadsheet that identifies: (i) each Class Member; (ii) the last known address for each Class Member; and (iii) the Settlement Award for each Class Member; and

(b) the Class Notice.

2. **Mailing Class Notice.** The Settlement Administrator will send Class Notice via U.S. Mail to the last known address for each Class Member by no later than the Class Notice

Issuance Deadline. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will forward the mailing to that address. For other returned mailings, the Settlement Administrator will run the name and address one time through a single commercial database (*e.g.*, Accurint) chosen by the Settlement Administrator, and should the commercial database show a more current address, the Settlement Administrator shall re-mail the returned Class Notice to the more current address.

3. **Settlement Website**. No later than the mailing of the Class Notice, the Settlement Administrator shall establish a website containing copies of the Settlement Agreement, the Preliminary Approval Order, and such other documents and information about the settlement as Class Counsel and Defendant's Counsel agree upon.

4. The Settlement Website shall use a Uniform Resource Locator that identifies the internet address as Class Counsel and Defendant's Counsel agree upon. The Settlement Website shall cease to operate and the Settlement Administrator shall remove all information from the Settlement Website upon 90 days after the last settlement payment check has been issued.

5. **Toll-free Number.** No later than the mailing of the Class Notice, the Administrator shall establish a toll-free phone number, identifying that the purpose of the line is for the Hilario settlement Class Members to leave a recorded message. Except for requests for the Class Notice, the Settlement Administrator will promptly advise Class Counsel of recorded messages left by any Class Member.

6. It is agreed by the Parties that the procedures set forth in the preceding paragraphs constitute reasonable and best practicable notice under the circumstances and constitute an appropriate and sufficient effort to locate current addresses for Class Members.

7. The Parties agree that the costs of the Settlement Administration, including any unanticipated or additional settlement administration expenses or costs, shall be exclusively paid

for from the Settlement Fund. Within thirty (30) days after the Effective Date, the Settlement Administrator shall remit payment from the Settlement Fund for the amount of settlement administration expenses incurred to that date.

8. Following distribution of the Settlement Fund as set forth in this Settlement Agreement, if payments to Class Members remain uncashed or unclaimed after 180 days (or such other later date if the Court so orders), the funds attributable to those individuals shall be reallocated within the Settlement Fund to be first applied toward any excess or unanticipated costs of the Administrator. If there are any remaining funds thereafter, such funds shall revert to Allstate.

9. Once the Settlement Fund has been fully distributed, the Settlement Administrator and/or Class Counsel shall provide Defendant a final list of all distributions made to the Class Members.

ARTICLE IX.
PROCEDURE FOR OBJECTING TO THE SETTLEMENT AND REQUESTS TO OPT-OUT

A. Objections.

1. **Process.** Any Class Member who does not submit a valid request for exclusion may object to this settlement. Any objection must be in writing filed with the Clerk of the Court (address provided in the Class Notice), with a copy mailed to the Administrator (address provided in the Class Notice), postmarked no later than (30) days before the Final Approval Hearing. To be effective, a written objection must include: (a) the case name and number; (b) the name, current address, telephone number, and signature of the objecting Class Member or legally authorized representative ("Objector"); (c) the name, address, bar number, and telephone number of the Objector's counsel, if represented; (d) the specific reason(s) why the Objector objects to the Settlement; (e) a detailed list of any other objection(s) to a class action settlement(s) filed by the Objector or their counsel in the previous five (5) years, and if the Objector or their counsel has not

objected to any other class action settlement in the previous five (5) years, they shall affirmatively state that in the written materials provided in connection with their objection to this settlement; and (f) whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel.

2. **Appearance.** Subject to approval of the Court, any Objector who files and serves a timely written objection in accordance with the foregoing paragraph may appear, in person or by counsel, at the Final Approval Hearing, whether it is held in the courtroom or via telephone or video conference, to show cause why the proposed settlement should not be approved as fair, adequate, and reasonable, but only if the Objector additionally: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the objection deadline; and (b) mails copies of the notice to Class Counsel and Defendant's Counsel, postmarked by the objection deadline. The notice must include copies of any papers, exhibits, or other evidence that the Objector or their counsel plans to present to the Court in connection with the Final Approval Hearing. Any Objector who does not file a notice of intention to appear at the Final Approval Hearing in accordance with the Agreement, or fails to comply with all requirements set forth in the Settlement Agreement, shall not be entitled to appear, whether personally or through their counsel, at the Final Approval Hearing.

3. **Waiver.** Any Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing or at any other time, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

4. **Withdraw.** The Class Members shall be permitted to withdraw their Objections prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement

Administrator shall record all withdrawal of objection statements it receives; and serve on Class Counsel and Defendant's Counsel copies of the withdrawal of objection statements no later than five (5) business days after receipt, or immediately if received within five (5) business days of the Final Approval Hearing.

B. Requests To Opt-Out.

1. **Process**. Any Class Member who wishes to opt out of this settlement must do so in writing. Any Class Member who does not opt out in the manner described herein shall be bound by all proceedings, orders, and judgments in this Action. In order to opt out, a Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice a request for exclusion postmarked no later than (30) days before the Final Approval Hearing. The request for exclusion must: (a) identify the case name; (b) identify the name and address of the Class Member; (c) be personally signed by the potential Class Member or their legally authorized representative; and (d) state an explicit desire to be excluded from this settlement, such as "I request to be excluded from the proposed settlement in the Allstate class action." Persons must request exclusion individually. Mass or group opt outs are prohibited. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel a list of all timely requests for exclusion not less than ten (10) days before the Final Approval Hearing, or immediately if received within ten (10) business days of the Final Approval Hearing.

2. **Effect of Opting-Out.** Any potential Class Member who timely and properly opts out shall not: (a) be bound by any orders or judgments relating to this settlement; (b) be entitled to relief under or be affected by the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

3. **Representation of Opt-Outs.** Class Counsel agrees not to represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any Person requesting exclusion from this settlement.

ARTICLE X.
MOTION FOR FINAL APPROVAL AND FINAL APPROVAL HEARING

A. Motion for Final Approval.

Prior to the Final Approval Hearing and consistent with the rules imposed by the Court, Plaintiff shall move the Court for entry of final approval of the Settlement Agreement and entry of the Final Judgment. Plaintiff and Class Counsel shall be responsible for justifying the agreed upon payments set forth in Articles V and XIII of this Settlement Agreement. Defendant agrees not to oppose such payments. If the Court rejects the Settlement Agreement, or makes material changes to or fails to enter the Proposed Final Approval and Judgment Order, this Settlement Agreement shall be void *ab initio*, and Defendant shall have no obligation to make any payments under the Settlement Agreement, except for payments related to the incurred Administrative Expenses.

B. Final Judgment.

Class Counsel will submit a proposed Final Approval and Judgment Order in the form and content as **Exhibit B**, without material alteration, which, among other things:

1. Approves the settlement as described in this Settlement Agreement and directs the Parties and counsel to comply with and consummate the terms of this Settlement Agreement;

2. Confirms certification of the Class for settlement purposes only;

3. Finds that Class Counsel and Plaintiff have adequately represented and protected the interests of the Class;

4. Finds that the terms of this Agreement are fair, reasonable, adequate, and in the best interests of the Class;

5. Provides that each Class Member shall be bound by the provisions of this Agreement and the Final Judgment, including the releases;

6. Finds that the individual distribution of the Class Notice and establishment of an automated, interactive, toll-free telephone number, and a settlement website: (i) constitutes, under the circumstances, the most effective and practicable notice of the pendency of the Action, this Agreement, and the Final Approval Hearing to all potential Class Members who could be identified through reasonable effort; and (ii) meets the requirements of Rule 23, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law;

7. In order to protect the continuing jurisdiction of the Court and to effectuate this Settlement Agreement and the Final Judgment, permanently enjoins Class Members who have not opted out, and anyone acting or purporting to act on their behalf, from filing, commencing, prosecuting, intervening in, maintaining, 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 Persons, and from organizing any Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit regarding any Released Claims against any Released Persons, and provides 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;

8. Approves payment of attorneys' fees and expenses to Class Counsel and a service award to the Plaintiff, in both respects not exceeding the maximum amounts identified in this Settlement Agreement;

9. Directs issuance of the payment amount to each of the Class Members set forth in Appendix 1 who has not timely opted out;

10. Reserves continuing jurisdiction of the Court over all matters relating to the administration, consummation, enforcement, construction and interpretation of the Settlement Agreement and the Final Judgment;

11. Holds that there is no just reason for delay and that the Final Judgment shall be final and appealable, irrespective of the Court's continuing jurisdiction over administration of the Settlement; and

12. Contains such additional provisions as provided in **Exhibit B** as necessary to implement this Settlement Agreement; and

13. Dismissing the Action with prejudice as set forth in attached **Exhibit D**.

C. Fulfillment and Completion of Final Judgment.

1. Following entry of the Effective Date, the Parties will act to assure the timely execution and the fulfillment of all its provisions, including, but not limited to, should an appeal be taken from the final approval of the Settlement Agreement, all Parties will support the approval order on appeal.

2. The Defendant or the Settlement Administrator shall transmit payment of the Service Award to Class Counsel, care of Brian Eldridge of the law firm of Hart McLaughlin & Eldridge, LLC in accordance with the terms set forth in Article V.

3. The Settlement Administrator shall transit payments to the Class Members in accordance with the terms set forth in Article V.

4. The Settlement Administrator shall transmit payment from the Settlement Fund for the Fee Award and Case Costs and Expenses to Class Counsel, care of Brian Eldridge of the law firm of Hart McLaughlin & Eldridge, LLC, in accordance with the terms set forth in Article XIII.

ARTICLE XI.
TERMINATION OF SETTLEMENT

A. Right to Withdraw.

Within fourteen (14) days after notice of the occurrence of any of the following events, either Defendant or Plaintiff shall have the right, exercisable in their reasonable discretion, to terminate this Agreement and the Settlement by delivering written notice of such election to the opposing counsel (Defendant's Counsel or Class Counsel), if: (a) the Court, or any appellate court(s), rejects, denies approval, disapproves, or modifies the Settlement Agreement, Preliminary Approval Order, or Final Judgment in a manner that the terminating party, in its reasonable judgment and discretion, believes to be material; or (b) the Court, or any appellate court(s), does not completely and unconditionally enter or affirm any portion of the Agreement, Preliminary Approval Order, or Final Judgment in a manner that the terminating party, in its reasonable judgment and discretion, believes to be material. Notwithstanding the foregoing, Plaintiff may not terminate this Agreement, because of the amount of attorneys' fees, service award, and expenses awarded by the Court or any appellate court(s).

Defendant may unilaterally, in its sole discretion, withdraw from and terminate this Agreement and the Settlement by providing written notice of termination to Class Counsel if: (a) within twenty (20) days after expiration of the opt out period, the number of individuals who elect to exclude themselves make up more than 10% of the total Settlement Class; (b) any financial obligation is imposed upon Defendant in addition to or greater than those specifically accepted by Defendant in this Agreement; and/or (c) Plaintiff opts out of the Settlement Class or objects to the Settlement or this Agreement.

B. Payment of Administrative Expenses.

In the event that either of the Parties elects to withdraw from this Settlement Agreement in accordance with the foregoing paragraph, then the cost of any Administrative Expenses incurred prior to the date of termination shall be borne by Defendant.

C. Payment of Attorneys' Fees and Costs.

In the event that either of the parties elects to withdraw from this Settlement Agreement in accordance with this Article, then each party shall pay their own attorneys' fees and costs, and Class Counsel shall have no right to recover, and Defendant shall have no obligation to pay the Fee Award.

D. Reversion to Status Prior to Settlement.

If this Settlement Agreement is not approved, or is otherwise terminated or canceled pursuant to its terms, the Parties to this Settlement Agreement shall be deemed to have reverted to their respective status as it existed prior to the execution of this Settlement Agreement, and they shall proceed in all respects as if this Settlement Agreement had not been executed and the related orders and judgments had not been entered, preserving all of their respective claims and defenses in the Action.

ARTICLE XII.
RELEASES

A. Release by Operation of Final Judgment.

Upon the Settlement Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, dismissed, relinquished and discharged all Released Claims against all Released Parties that have been or could have been asserted in the Action.

ARTICLE XIII.
ATTORNEYS' FEES, COSTS, AND EXPENSES

A. Fee Award.

Subject to Court approval, Class Counsel agrees that the Fee Award shall fully compensate them for all work in this Action, and is the sole amount of attorneys' fees that can be sought or awarded to Class Counsel. Defendant agrees not to oppose or otherwise object to an application by Class Counsel for an award of attorneys' fees, in the amount of the Fee Award, and Class Counsel agrees not to seek an award higher than the Fee Award. The Fee Award will be disclosed to Class Members in the Class Notice. The Parties agree that the Fee Award includes an award for all hours and fees incurred to date and any and all fees necessary to effectuate and implement the settlement. The check for the Fee Award will be made issued by the Settlement Administrator, from the Settlement Fund, and payable to Hart McLaughlin & Eldridge, LLC, and sent to the attention of Brian Eldridge. Hart McLaughlin & Eldridge will be responsible for paying Shane Law its share of the Fee Award.

B. Costs and Expenses.

As part of the approval papers, Class Counsel will seek reimbursement of Costs and Expenses. The Costs and Expenses will be disclosed to Class Members in the Class Notice. The Parties agree that the Costs and Expenses disclosed in the Class Notice are the totality of all Costs and Expenses incurred by Class Counsel. The check for Costs and Expenses will be issued by the Settlement Administrator, from the Settlement Fund, and made payable to Hart McLaughlin & Eldridge, LLC, and sent to the attention of Brian Eldridge. Hart McLaughlin & Eldridge will reimburse Shane Law for any Costs and Expenses it incurred.

C. Payment.

Within forty (40) days after the Effective Date, the Settlement Administrator shall remit payment from the Settlement Fund for the amount of attorneys' fees, costs, and expenses awarded by the Court, as set forth in the foregoing paragraphs in Article XIII.

ARTICLE XIV.
NO ADMISSION OF LIABILITY OR WRONGDOING; INADMISSIBILITY OF SETTLEMENT

Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the parties hereto has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses, and by entering into this Settlement Agreement does not intend to render it, or consent to its becoming, admissible in evidence in any other proceeding. Notwithstanding the preceding sentence, this Settlement Agreement shall be admissible in any action or proceeding to approve, interpret or enforce this Settlement Agreement. The parties agree that this Article is not intended to limit in any way any protections afforded by Federal Rule of Evidence 408 or any similar, applicable federal, state or local statute or rule regarding admissibility of this Settlement Agreement.

ARTICLE XV.
MISCELLANEOUS PROVISIONS

A. Recitals and Definitions.

The Recitals and Definitions set forth above are essential elements of this Settlement Agreement.

B. Voiding or Modifying the Settlement Agreement.

This Settlement Agreement may not be changed, altered or modified, except in writing and signed by the parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Any modification of the Settlement Agreement does not require additional notice to the Class Members.

C. Parties' Authority.

The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the parties hereto to the terms and conditions hereof. In entering into this Settlement Agreement, the Class Representative represents that she has relied upon the advice of her attorneys who are the attorneys of her own choice, and that the terms of this Settlement Agreement have been explained to her by her attorneys, and that those terms are fully understood and voluntarily accepted by the Class Representative. Class Representative also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that she and her attorneys have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified herein, and that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

D. Mutual Full Cooperation.

The parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

E. Notices.

Unless otherwise specifically provided herein, all Notices (other than the Class Notice), demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:
Brian Eldridge
HART McLAUGHLIN & ELDRIDGE, LLC
One South Dearborn, Suite 1400
Chicago, Illinois 60603
beldridge@hmelegal.com

To Defendant's Counsel:
Kristine M. Schanbacher
DENTONS US LLP

233 South Wacker Drive, Suite 5900
Chicago, Illinois 60606
Kristine.schanbacher@dentons.com

If the identity of the person(s) to be notified for any party change or their address changes, that Party shall notify all other Parties of said change in writing.

F. Successors and Assigns.

This Settlement Agreement shall be binding upon and insure to the benefit of the parties and their successors and assigns. No party may assign its rights or obligations under this Settlement Agreement without the prior written consent of all the other Parties.

G. Third Parties.

Nothing in this Settlement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Settlement Agreement on any Person other than the parties and their respective successors and assigns, nor is anything in this Settlement Agreement intended to relief or discharge the obligations or liabilities of any third parties to any party or shall any provision give any third parties any right of subrogation or action over or against any party.

H. Captions and Interpretations.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the parties and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement.

I. Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein, including any memoranda of understanding or term sheets. No rights hereunder may be waived except in writing.

J. Class Member Signatories.

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. Accordingly, the Class Representatives and Class Counsel shall sign this Settlement Agreement on behalf of the Class. The Class Notice will advise all Class Members of the binding nature of the release and the Court's Final Judgment, upon its entry, shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

K. Counterparts.

This Settlement Agreement may be executed in counterparts with signatures transmitted by U.S. Mail or as an electronic image of the original signature. When each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. An electronic image of an original signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement.

L. Governing Law.

This Release and Settlement Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

M. Jurisdiction and Venue.

The United States District Court for the Northern District of California has jurisdiction over the Parties and the subject matter of this action, and shall have the full power and authority to enforce the Final Judgment.

[SIGNATURES ON THE FOLLOWING PAGES]

ON BEHALF OF PLAINTIFF AND THE SETTLEMENT CLASS:

Signed by:

TISHA HILARIO, individually and on behalf of the Class

Dated: 7/11/2025

DocuSigned by:
David R. Shane

David Shane 17F9FAEF42AF47E...
Shane Law LLC
Class Counsel

Dated: 7/11/2025

Brian Eldridge
Hart McLaughlin & Eldridge
Class Counsel

Dated: 7/11/25

ON BEHALF OF ALLSTATE INSURANCE COMPANY

Kristine M. Schanbacher
Dentons US LLP

Dated: 7/14/2025

LIST OF EXHIBITS

US_ACTIVE\129897137\V-9

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TISHA HILARIO, individually and on behalf of all others similarly situated, Plaintiffs, vs. ALLSTATE INSURANCE COMPANY, Defendant.	Case No.: 3:20-CV-05459-WHO Hon. Judge William H. Orrick

NOTICE OF CLASS ACTION SETTLEMENT

This Notice is to inform you that a proposed settlement ("Settlement") in the above-captioned case ("Lawsuit") has been reached by the parties and has been granted preliminary approval by the Court supervising this Lawsuit. The purpose of this Notice is to describe the Lawsuit, inform you of the terms of the Settlement, inform you of your right to opt-out of the Settlement, and inform you of your right to object to the Settlement. For the precise terms of the settlement, please see the settlement agreement available at www.HilarioSettlement.com, by contacting class counsel at beldridge@hmelegal.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California (450 Golden Gate Ave. in San Francisco, California), between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. If the Settlement is finally approved, it will resolve all claims in the Lawsuit. A hearing on the Settlement will be held **[INSERT]**, 2025 to determine whether the Settlement should be granted final approval by the Court.

PLEASE READ THIS NOTICE. IT DESCRIBES RIGHTS WITH RESPECT TO THE SETTLEMENT OF A CLASS ACTION LAWSUIT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Do Nothing	Receive a payment equal to your proportional share of the settlement and give up your legal rights to pursue claims against Allstate for the claims asserted in this Lawsuit.	Not applicable
Ask to be Excluded	Receive no payment from the settlement but retain the right to pursue claims against Allstate on your own for the claims asserted in this Lawsuit.	INSERT
Object	Write to the court if you object to the terms of the settlement.	INSERT

BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this Notice because you have a right to know about the Settlement of this class action lawsuit and about your rights to opt-out or object before the Court decides whether to give final approval to the Settlement.

2. What is this Lawsuit about?

The Lawsuit alleges that Allstate Insurance Company charged excessive homeowners' insurance premiums to certain California policyholders due to purported "double counting" of built-in garage square footage for California homeowners.

Judge William H. Orrick of the United States District Court for the Northern District of California is overseeing this case. This litigation is known as *Hilario, et al. v. Allstate Insurance Co.*, No. 3:20-CV-05459. The Lawsuit is brought on behalf of an individual and class members, who are called the "Plaintiffs." Allstate Insurance Company is the "Defendant."

3. Why is this a class action?

In class actions, an individual called a "Class Representative" sues on behalf of herself and other people with similar claims. All of these people together are the "class members." In this case, the Class Representative is Tisha Hilario. One court resolves the issues for all class members, except for those who exclude themselves.

4. Who is a member of this class?

The settlement class has been defined by Judge William H. Orrick of the United States District Court for the Northern District of California as:

> All California homeowners policyholders of Allstate where: (a) Allstate's internal records reflect the home to have a built-in garage; (b) Allstate included the policy in its corrective action process called Project UIN 203019 ("Project UIN"); and (c) Project UIN increased the square footage of the home in Allstate's internal records to a level that reflects actual or potential double counting of garage space.

You have been identified as a class member.

5. Why is there a settlement?

A settlement was reached through a mediation process and negotiations between the parties. By agreeing to settle, both sides avoid the cost and risk of continuing litigation, including the risk that there would be no recovery and therefore no benefit to the class members.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the parties' Settlement Agreement, Allstate will pay $4,000,000.00 to settle the Lawsuit ("Total Settlement Fund").

From the Total Settlement Fund, the Court has preliminarily approved cash payments to class members ("Settlement Awards"), service fees to the Class Representative, the costs to administer the Settlement, and Plaintiffs' attorneys' fees. More details are available in a document called the Settlement Agreement which is available on the settlement website – www.HilarioSettlement.com.

7. How will my payment be calculated?

The settlement provides every class member with monetary relief. Each individual Settlement Award will be calculated according to a formula agreed-to by the parties. By utilizing Allstate's data, Settlement Awards will be based upon a number of factors, including, but not limited to, the number of built-in garage bays, the policy years affected, the location of insured property, and the collected premium.

8. When will I receive my payment?

Class members will receive their payments via mail after the Court grants final approval to the Settlement and any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

9. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you will give up your right to sue Allstate for the claims being resolved by the Settlement. The specific claims you are giving up against Allstate are those identified as "Released Claims" in the Settlement Agreement, which is available on the settlement website – www.HilarioSettlement.com. If you have any questions about what this means, you can talk to the law firm listed in Question No. 13 for free or you can, of course, talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement and want to keep the right to sue Allstate about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or "opting-out."

10. How do I opt-out of the settlement?

To exclude yourself from the Settlement, you must mail a statement to the Settlement Administrator, Angeion, with:

- your name, address, and telephone number
- the words "I request to be excluded from the proposed settlement in the case of *Hilario v. Allstate*"; and
- your signature.

You must mail your opt-out statement, post marked no later than INSERT, to:

Hilario Settlement
Attn: Exclusions
PO Box 58220
Philadelphia, PA 19102

11. If I exclude myself, can I still get a payment under the Settlement?

No. you will not get a payment if you exclude yourself from the Settlement.

OBJECTING TO THE SETTLEMENT

12. What do I do if I object to the Settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. To object, you must send a submission to the Court that includes the following:

- your name, address, and telephone number
- the name, address, bar number, and telephone number of your counsel, if represented;
- the specific reason(s) why you object to the Settlement;
- a detailed list of any other objection(s) to a class action settlement(s) you or your counsel have made in the previous five (5) years, or if you or your counsel have not objected to any other class action settlement in the previous five (5) years, affirmatively state so;
- whether you intend to appear at the Final Approval Hearing, either in person or through counsel; and
- your signature

You must mail your opt-out statement, postmarked no later than INSERT, to:

Class Action Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue
San Francisco, California 94102-3489

THE LAWYERS REPRESENTING THE CLASS

13. Who are the lawyers representing the Class?

The court appointed the following law firms as "Class Counsel":

Hart McLaughlin & Eldridge, LLC
Brian Eldridge
One South Dearborn Street, Suite 1400
Chicago, Illinois 60603
Telephone: (312) 955-0545
website: www.hmelegal.com

Shane Law, LLC
David Shane
1000 Drakes Landing Road, Suite 200
Greenbrae, California 94904
Telephone: (415) 464-2020
website: www.shanelawmarin.com

You may contact these lawyers with any questions you have and will not be charged for doing so. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees up to one-third of the Total Settlement Fund, or $1,333,333.33. Class Counsel represented Plaintiff and the class members in this case on a contingency fee basis, which means they agreed that they would only be paid for their time and services and reimbursed for costs and expenses if there was a recovery. This also means that the lawyers and law firms accepted the risk that if there was no recovery, they would not be paid for the legal services and that they would not be reimbursed for the costs and expenses they advanced to prosecute this case.

Class Counsel will also ask the Court to approve the costs and expenses incurred in prosecuting this case, which are approximately $170,000.00. The costs and expenses include, but are not limited to, filing fees, court reporter fees, deposition transcripts, expert witness fees, mediation fees, and fees payable to the settlement administrator. The reason the costs and expenses are approximated is because the full and final amount owed to the Settlement Administrator will not be known until the settlement if finalized.

THE FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval hearing, which is currently scheduled for INSERT, at the United States District Court for the Northern District of California, 2450 Golden Gate Avenue, 17th Floor, Courtroom 2, San Francisco, California 94102. The hearing may be moved to a different date or time without additional notice to you, so it is a good idea to check the settlement website – www.HilarioSettlement.com – or the Court's docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

16. Do I have to attend the hearing?

No. You or your own lawyer may attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As you long as you mailed your written objection on time, the Court will consider it.

17. 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 include that information in your objection as described in Question No. 12.

MORE INFORMATION

18. Does Allstate have the correct square footage for my home?

Allstate's record of square footage of your home, may be out of alignment with the current, actual square footage of your home. Please consult with your individual agent to determine what course of action, if any, to take regarding Allstate's record of square footage of your home. If you take no action, Allstate's record of square footage will remain.

15. How do I get more information?

More information concerning this settlement can be found at www.HilarioSettlement.com, where, in addition to this Class Notice, you can find the Class Action Settlement Agreement, Motion for Preliminary Approval, and Preliminary Approval Order. If you have questions, you may contact Class Counsel.

Do not contact the Judge or his staff and do not contact any attorneys for Allstate Insurance Company.

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TISHA HILARIO, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

Case No.: 3:20-CV-05459-WHO

Hon. Judge William H. Orrick

[PROPOSED] FINAL APPROVAL AND JUDGMENT ORDER

Plaintiffs, Tisha Hilario, individually and on behalf of all others similarly situated, having filed their Unopposed Motion for Final Approval of Settlement (the "Motion"), seeking an order granting final approval of the proposed settlement of this matter (the "Settlement") in accordance with the Class Action Settlement Agreement (the "Settlement Agreement") entered into between Plaintiffs and Defendant, Allstate Insurance Company; with due and adequate notice having been given to the Settlement Class, and the Court being otherwise fully advised;

After review and consideration of the Settlement Agreement, the Motion and its attached exhibits, all other pleadings filed with the Court and exhibits annexed thereto, and any comments regarding the proposed Settlement, and having reviewed the entire record in this action and good cause appearing, after due deliberation, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The Court, for purposes of this Final Approval and Judgment Order adopts all defined terms as set forth in the Settlement Agreement (Dkt. INSERT) and incorporates by reference the terms and conditions of the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this matter, Plaintiffs, the Settlement Class Members, and Defendants.

3. The Court finds that mailing and publication of the Class Notice, as provided for in the Preliminary Approval Order, constituted the best and most practicable notice to Class Members under the circumstances and constituted due and sufficient notice to apprise all persons within the definition of the Settlement Class of the pendency of this matter and their rights in it, the terms of the proposed Settlement, their right to exclude themselves from the Settlement, and their opportunity to present objections, if any, to the Settlement. The Court finds that the provision of Class Notice to Settlement Class Members satisfies the requirements of Rule 23(c)(2) and due process.

4. The Court provides final approval of the prior provisional certification of the Settlement Class pursuant to Rule 23(b)(3), which consists of the following:

> All California homeowners policyholders of Allstate where: (a) Allstate's internal records reflect the home to have a built-in garage; (b) Allstate included the policy in its corrective action process called Project UIN 203019 ("Project UIN"); and (c) Project UIN increased the square footage of the home in Allstate's internal records to a level that reflects actual or potential double counting of garage space.

5. Pursuant to Rule 23(b)(3), Tisha Hilario is appointed as Settlement Class Representative.

6. With respect to the Settlement Class, this Court expressly finds and concludes that the requirements of Rule 23(a) and Rule(b)(3) are satisfied as: (a) the Settlement Class Members are so

numerous that joinder of all Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical of the claims of the Class; (d) the Settlement Class Representative and her counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (e) questions of law or fact common to class members predominates over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

7. After hearing, and based upon the submissions of the Parties, the Motion is granted. This Court approves the Settlement as set forth in the Settlement Agreement, each of the releases, and other terms as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Parties to the Settlement Agreement are therefore directed to consummate and perform its terms and to take all actions necessary to effectuate the terms of this Final Approval and Judgment Order.

8. In addition, the Court specifically finds:

a. The Settlement was achieved as the result of extensive, arm's length negotiations between competent counsel, and there is no evidence of collusion;

b. The terms of the Settlement offer relief that is commensurate with the strength of Plaintiffs' claims.

c. The complexity, expense, and likely duration of the litigation favor the Settlement;

d. After Class Notice was provided, INSERT objections to the Settlement were received . . . .

e. Class Counsel are experienced class action attorneys in this area of the law and have expressed the view that the Settlement is fair; and

f. The stage of the proceedings is highly appropriate for a class settlement, as the parties have completed extensive written and oral discovery and class certification briefing, and have engaged in an extended mediation process.

9. Pursuant to the procedures set forth in Article V of the Settlement Agreement, the Court hereby approves: (i) the payment of a Service Award of $20,000 to Class Representative, Tisha Hilario;

10. Pursuant to the procedures set forth in Article XIII of the Settlement Agreement, the Court hereby approves as the payment of the Fee Award of $1,333,333.33 to Class Counsel and payment of costs and expenses of $168,604.72 to Class Counsel.

11. The Court finds that the amounts paid and other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

12. The Court approves the Class Administration Process set forth in Article VIII of the Settlement Agreement.

13. The Court terminates its jurisdiction over the Released Claims, except to the extent necessary to administer, implement, interpret, or enforce the Final Judgment.

14. This matter, and all claims contained therein, are hereby dismissed without prejudice, which shall become a dismissal with prejudice upon (a) the expiration of the right to withdraw set forth in Article XI, Section A, and (b) the entry of the Final Agreed Order of Dismissal.

15. Under the terms of the Settlement Agreement and all releases therein, the dismissal of this action is intended to preclude, and shall preclude, Plaintiffs and all other Class Members from filing or pursuing any Released Claims under federal law or the law of any state.

16. Further, by operation of the Final Agreed Order of Dismissal, Plaintiffs and the Class Members are deemed to have fully, finally, and forever released, relinquished and discharged all Released Claims against each and all of the Released Parties.

17. Neither the Settlement nor the Settlement Agreement, nor any act performed or document executed in furtherance thereof: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendant; or (ii) shall be offered in evidence by any Party for any purpose except as provided for in this paragraph. The Released Parties may file the Settlement Agreement and Order in any other action that may be brought against them in order to support a defense based upon principals of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion. The Parties may file the Settlement Agreement in any proceeding brought to enforce its terms.

18. All Plaintiffs and Class Members are bound by this Order.

19. It is expressly determined that there is no just reason for delay and the entry of this Judgment is hereby expressly directed as final and appealable.

IT IS SO ORDERED.

DATED: ________________, 2025 ________________________________

HON. WILLIAM H. ORRICK

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TISHA HILARIO, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

Case No.: 3:20-CV-05459-WHO

Hon. Judge William H. Orrick

ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT

Plaintiffs, Tisha Hilario, individually and on behalf of all others similarly situated, have entered into a Class Action Settlement Agreement ("Settlement Agreement") with Defendant, Allstate Insurance Company. On INSERT, this Court held a hearing on Plaintiffs' Unopposed Motion for Preliminary Approval and for Certification of the Proposed Settlement Classes ("Motion"). The Court, having reviewed the Motion, the Settlement Agreement, and the relevant file materials, hereby **ORDERS AND ADJUDGES** as follows:

Certification of the Settlement Classes

1. On November 22, 2022, this Court entered an order granting Plaintiffs' motion for class certification in part and certified the following class under Rule 23(b)(3):

> All Allstate California homeowners' insurance policyholders as of March 2019, who paid premiums and had at least one built-in garage, and whose garage square footage was counted twice in calculating insured square footage and premiums.

(Doc. 92.) This Court further found that Plaintiff, Tisha Hilario, met the typicality and adequacy requirements under Rule 23(a) and approved of her serving as Class Representative. This Court found that Class Counsel are adequate and approved of them serving as Class Counsel.

2. On February 14, 2024, the Ninth Circuit issued an order affirming the District Court's order certifying the class.

3. The parties subsequently mediated the case and reached a settlement in principle on December 12, 2024. For purposes identifying Class Members, the parties jointly request that the class definition be amended as follows:

> All California homeowners policyholders of Allstate where: (a) Allstate's internal records reflect the home to have a built-in garage; (b) Allstate included the policy in its corrective action process called Project UIN 203019 ("Project UIN"); and (c) Project UIN increased the square footage of the home in Allstate's internal records to a level that reflects actual or potential double counting of garage space.

4. As part of the present motion, Plaintiffs, without objection or opposition from Defendant, have requested this Court to certify this as the Settlement Class. The Court has independently reviewed these this class under Federal Rule of Civil Procedure 23. The Court finds that the proposed Settlement Class meet the requirements of Rule 23(a) as well as the requirements of Rule 23(b)(3). The Court therefore grants the request to amend the class definition and certify the Settlement Class as defined above.

Preliminary Approval of the Settlement

5. Upon review of the record, the Court finds the proposed Settlement Agreement was arrived at by arm's length negotiations between highly experienced counsel. The Court further finds that the terms of the settlement fall within the range of possible approval and therefore the Court

preliminarily approves of the settlement subject to further consideration at the Court's Final Approval Hearing. The Court finds that the Settlement Agreement is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the certified class, raises no obvious reasons to doubt its fairness, and raises a reasonable basis for presuming that the Settlement and its terms satisfy the requirements of Federal rules of Civil Procedure 23(c)(2) and 23(e).

Approval of the Notice Plan

6. The Court hereby directs notice to be distributed pursuant to Federal Rule of Civil Procedure 23(c)(2). The Court has reviewed the Notice of Class Action Settlement. The Court finds that the Notice will adequately provide Class Members with notice of the Settlement and their rights to be excluded or object.

7. Pursuant to the Settlement Agreement, the Parties will create and maintain a website that will include, at a minimum, copies of the Settlement Agreement, the Class Notice, and this Order.

8. The Court finds that notice plan described above constitutes the best and most practicable notice to Class Members under the circumstances and constitutes due and sufficient notice of the Final Approval Hearing and proposed Settlement Agreement and satisfies the requirements of Rule 23(c)(2) and due process.

Preliminary Approval of Awards

9. Pursuant to the Settlement Agreement, Allstate will pay $4,000,000.00 to settle this lawsuit (the "Total Settlement Fund"). From Total Settlement Fund will be Allstate's only payment obligation; it constitutes cash payments to Class Members, service fees to the Class Representative, the costs to administer the Settlement, the costs and expenses Class Counsel incurred in prosecuting this case, and Class Counsel's attorneys' fees.

10. Pursuant to the Settlement Agreement, each of the 2517 Class Members who do not timely opt-out of the Settlement will receive a monetary award. Counsel for the parties, who have intimate knowledge concerning the alleged damages sustained by the Class and are well-informed based on discovery, have allocated settlement funds to each Class Member. Counsel has advised that the allocation is based upon a series of factors, including each Class Member's (a) number of built-in garage bays; (b) the location of the insured property; (c) the length of time each Class Member paid an allegedly excess premium; and (d) the premium charged. Counsel has further advised that the settlement amounts paid to each Class Member fairly and proportionally approximate each Class Member's potential damages in light of the claims and defenses. The settlement amounts to be paid to each class member ranges from $20.00 to $4,248.70. The Court preliminarily finds that the settlement amounts paid to Class Members provides a concrete benefit, while also discounting for the risk that no relief would be achieved if litigation continued.

11. Pursuant to the Settlement Agreement, Tisha Hilario is to receive $20,000 out of the Total Settlement Fund for her participation and service in this case. Allstate does not object to or oppose this service award. The Court preliminarily finds that the service award is within the range of possible approval and therefore preliminarily approves the same.

12. Pursuant to the Settlement Agreement, Plaintiffs' Counsel is to receive a Fee Award equivalent to one-third of the Total Settlement Fund, or $1,333,333.33 for their extensive work on the case over nearly five (5) years as summarized in the Motion. The Court preliminarily finds that the Fee Award is within the range of possible approval and therefore preliminarily approves the same.

13. Pursuant to the Settlement Agreement, costs and expenses incurred in prosecuting this case in the amount of $168,604.72 are to be paid to Plaintiffs' counsel. The Court preliminarily finds

that the costs and expenses incurred are within the range of possible approval and therefore preliminarily approves the same.

Objections and Schedule for Class Notice and the Final Approval Hearing

14. The Court hereby sets the below schedule for: (i) the dissemination of notice to the Class Members; (ii) Class Members to opt-out of the Settlement; (iii) Class Members to object to the Settlement; and (iii) the Court's Final Approval Hearing, at which time the Court will determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

Date	**Event**
Within 30 days of entry of this order	The Class Notice shall be posted on the website and mailed to all Class Members
45 days after posting and mailing of the Class Notice	Last day to opt-out of the Settlement
45 days after posting and mailing of the Class Notice	Last day to object to the Settlement
14 days before Final Hearing	Parties to file their Motion for Final Approval of the Settlement and all supporting papers
INSERT	Final Approval Hearing

IT IS SO ORDERED.

DATED: ________________, 2025

____
HON. WILLIAM H. ORRICK

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TISHA HILARIO, individually and on behalf of all others similarly situated Plaintiffs, vs. ALLSTATE INSURANCE COMPANY, Defendant.	Case No.: 3:20-CV-05459-WHO Hon. Judge William H. Orrick **FINAL AGREED ORDER OF DISMISSAL**

This matter coming before the Court on the Parties' Stipulation to Dismiss, IT IS HEREBY ORDERED that this matter dismissed with prejudice pursuant to the Parties' Settlement Agreement

DATED: ________________, 2025

____
HON. WILLIAM H. ORRICK