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**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.: CV 23-753-DMG (PDx)

**ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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:

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

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

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

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

25 **Class Certification for Settlement Purposes Only.** Pursuant to Rule
26 23(b)(3) of the Federal Rules of Civil Procedure, the Court conditionally certifies
27 for purposes of this Settlement only, the following Class:
28

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

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

14 The Class is so numerous that joinder of all members is impracticable;

15 There are questions of law or fact common to the members of the Class;

16 Plaintiff's claims are typical of the claims of the other members of the
17 Class;

18 Plaintiff is capable of fairly and adequately protecting the interests of
19 the members of the Class, in connection with the Settlement Agreement;

20 Common questions of law and fact predominate over questions
21 affecting only individual members of the Class;

22 The Class is ascertainable; and

23 Resolution of the Released Claims in this Litigation by way of a
24 statewide settlement is superior to other available methods for the fair and efficient
25 resolution of the claims of the Class.

26 **Designation of Class Representatives.** The Court appoints Plaintiff Maria
27 Tobajian as the representative of the Class ("Class Representative") for the sole
28 purpose of seeking a settlement of the Litigation.

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.

1 **Final Approval Hearing.** A hearing regarding final approval of the
2 Settlement will be held at **10:00 a.m. on January 10, 2025** to determine, among
3 other things, whether to: (i) finally approve the Settlement as fair, reasonable, and
4 adequate; (ii) dismiss the Released Claims in the Litigation with prejudice pursuant
5 to the terms of the Settlement Agreement; (iii) bind Settlement Class Members by
6 the Releases set forth in the Settlement Agreement; (iv) permanently bar and enjoin
7 Plaintiff and all Settlement Class Members who do not timely and properly exclude
8 themselves from the Class (including Settlement Class Members who never received
9 actual notice of the Settlement and who did not otherwise have knowledge of the
10 Settlement) and any person actually or purportedly acting on their behalf from filing,
11 commencing, prosecuting, maintaining, intervening in, or participating in (as parties,
12 class members or otherwise) any action in any jurisdiction based on or relating to
13 any of the Released Claims; (v) find that the Class Notice as given was the best
14 notice practicable under the circumstances, is due and sufficient notice to the Class,
15 and fully satisfies the requirements of due process and Federal Rule of Civil
16 Procedure 23; (vi) approve the plan of distribution of the Settlement Fund; (vii)
17 finally certify the Class; and (viii) approve requested Attorneys' Fees and Expenses
18 and the proposed Service Award to Plaintiff.

19 **Administrator.** KCC Class Action Services, LLC is hereby appointed as the
20 Administrator and shall be required to perform all the duties of the Administrator as
21 set forth in the Agreement and this Order.
22

23 **Class Notice.**

- 24 a. Subject to the Court's edits, the Court approves the Class Notice in the
25 Agreement, including the Email Notice attached as Exhibit G to the
26 Agreement, the Website Notice attached as Exhibit B to the Agreement,
27 and the Mail Notice attached as Exhibit E to the Agreement and the
28 manner of providing notice to Settlement Class Members described in

1 Section 6 of the Agreement. The Court finds that this is the best
2 practicable notice under the circumstances and is reasonably calculated,
3 under all the circumstances, to apprise Settlement Class Members of
4 the pendency of this Litigation, the terms of the Agreement, and their
5 right to object to the Settlement or exclude themselves from the Class.
6 The Court further finds that the Class Notice is reasonable, constitutes
7 due, adequate, and sufficient notice to all persons entitled to receive
8 notice, and meets the requirements of due process. The Court hereby
9 directs Plaintiff, Defendant, and the Administrator to complete all
10 aspects of the Class Notice no later than **July 22, 2024** (“Notice Date”).

- 11 b. Class Counsel will file with the Court by no later than **December 19,**
12 **2024**, which is at least ten (10) Days prior to the Final Approval
13 Hearing, proof that notice was provided in accordance with the
14 Agreement and this Order.

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

21 **Exclusion from the Class.** Any Settlement Class Member who wishes to be
22 excluded from the Class must send a written Request for Exclusion to the
23 Administrator, by first-class mail, postage prepaid, to the address provided in the
24 Class Notice and Settlement Website. Any such Request for Exclusion must be
25 postmarked no later than the Opt-Out Deadline of October 30, 2024 (which is 100
26 Days after the Notice Date).

- 27 a. To be valid, the Request for Exclusion must: (a) identify the case name
28 and number; (b) identify the name and address of the Settlement Class

1 Member requesting exclusion; (c) be personally signed by the Settlement
2 Class Member requesting exclusion; and (d) contain a statement that
3 indicates a desire to be excluded from the Class in the Litigation, such as
4 “I hereby request that I be excluded from the proposed Class in the
5 Tobajian Class Action.” Persons must request exclusion individually, and
6 mass or class opt-outs shall not be allowed.

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

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

16 **Objections and Appearances.** Any Settlement Class Member who complies
17 with the requirements of this Paragraph may object to any aspect of the proposed
18 Settlement either on his or her own or through an attorney hired at his or her expense.
19 Any Settlement Class Member who wishes to object to the Settlement must do so in
20 writing not later than the Objection Deadline of October 30, 2024 (which is 100
21 Days from the Notice Date), as specified in the Class Notice and this Preliminary
22 Approval Order. The written objection must be submitted to the Settlement
23 Administrator, and mailed (with the requisite postmark) to Class Counsel and
24 Defendant’s Counsel, no later than the Objection Deadline (which is 100 Days from
25 the Notice Date), at the following addresses:

26
27 Class Counsel
28 Abbas Kazerounian
Kazerouni Law Group, APC

1 245 Fischer Avenue, Unit D1
2 Costa Mesa, CA 92626

3 *Counsel for Plaintiff and Class*

4 Defendant's Counsel

5 Peggy Dayton
6 Winston & Strawn LLP
7 333 South Grand Avenue
8 38th Floor
9 Los Angeles, CA 90071-1543

10 *Counsel for Defendant*

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

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

23 Subject to approval of the Court, any Settlement Class Member who files and
24 serves a written objection in accordance with Section 12 of the Agreement and the
25 Class Notice may appear, in person or by counsel, at the Final Approval Hearing
26 held by the Court, to show cause why the proposed Settlement should not be
27 approved as fair, adequate, and reasonable, but only if the objecting Settlement Class
28 Member submits to the Settlement Administrator a notice of intention to appear at

1 the Final Approval Hearing by the Objection Deadline (“Notice Of Intention To
2 Appear”). The Notice of Intention to Appear must include copies of any papers,
3 exhibits, or other evidence that the objecting Settlement Class Member will present
4 to the Court in connection with the Final Approval Hearing. Any Settlement Class
5 Member who does not file a Notice of Intention to Appear in accordance with the
6 deadlines and other specifications set forth in the Agreement and Class Notice shall
7 not be entitled to appear at the Final Approval Hearing or raise any objections.

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

16 **Termination of Settlement.** This Order shall become null and void, and shall
17 be without prejudice to the rights of the Parties, all of whom shall be restored to their
18 respective positions in the Litigation as of January 12, 2024, if (i) the proposed
19 Settlement is not finally approved by the Court, or does not become Final, pursuant
20 to the terms of the Agreement; or (ii) the Agreement is terminated pursuant to its
21 terms for any reason. In such event, and except as provided therein, the proposed
22 Settlement and Agreement shall be null and void from its inception and Plaintiff and
23 Defendant will be restored to their respective positions in the Litigation as of January
24 12, 2024, and Plaintiff and Defendant retain all of their pre-Settlement litigation
25 rights and defenses, including Plaintiff’s right to seek class certification and
26 Defendant’s right to oppose class certification in the Litigation, or in any other
27 action, on all available grounds as if no Class had been certified. In such event, the
28 terms and provisions of the Agreement will have no further force and effect with

1 respect to Plaintiff or Defendant and will not be used in the Litigation, or in any
2 other proceeding for any purpose, and all communications and documents related to
3 the Settlement, including the Agreement, the exhibits thereto, this Order, and any
4 discussions or documents relating to the Settlement or the Agreement, will be subject
5 to Federal Rule of Evidence 408 and be inadmissible in this Litigation or in any other
6 proceeding. In such event, all Parties to the Litigation shall stand in the same
7 position as if the Agreement had not been negotiated, made, or filed with the Court.
8 The certification of the Class, if any, shall be automatically vacated and shall not
9 constitute evidence or a binding determination that the requirements for certification
10 of a class for trial purposes in this or any other action can be or have been satisfied,
11 and all other applicable settlement, negotiation, and mediation privileges, and any
12 judgment or order entered by the Court in accordance with the terms of the
13 Agreement, will be treated as vacated, *nunc pro tunc*.

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

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

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

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

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

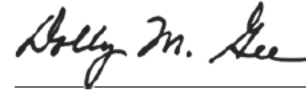
8 **Schedule of Future Events.** Accordingly, the following are the deadlines by
 9 which certain events must occur:

10 July 22, 2024	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>]
11 August 30, 2024	Deadline for filing of Plaintiff's Motion for Attorneys' Fees and Costs and Case Contribution Award [40 Days from Notice Date]
12 October 30, 2024	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline) [<i>100 Days from the Notice Date</i>]
13 October 30, 2024	Deadline for Settlement Class Members to Submit a Claim Form [<i>100 Days from the Notice Date</i>]
14 November 18, 2024	Deadline for Administrator to Provide Class Counsel with Proof of Class Notice [<i>within 20 days of Claim Deadline</i>]
15 November 18, 2024	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>]
16 December 30, 2024	Allstate Shall File with the Court One or More Declarations Stating that Allstate has Complied with its CAFA Notice Obligations [<i>at least 10 Days before Final Approval Hearing</i>]

January 10, 2025 at 10:00 a.m.	Final Approval Hearing [<i>Not earlier than 150 Days after Notice Date</i>]
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IT IS SO ORDERED.

DATED: June 21, 2024



DOLLY M. GEE
Chief United States District Judge

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