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FILED
San Diego Superior Court

JAN 26 2024

Clerk of the Superior Court
By: K. Mulligan, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LOWELL PARKER, an individual on behalf
of himself and all others similarly situated,

Plaintiff,

v.

METROMILE, LLC,

Defendant.

Case No. 37-2022-00049770-CU-BT-CTL
CLASS ACTION

Assigned to the Hon. Keri Katz
Department C-74

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Action Filed: December 13, 2022

DATE: January 26, 2024
TIME: 8:30 a.m.
DEPT: C-74

1 WHEREAS, the Court, having considered the Settlement Agreement and Release filed on
2 March 24, 2023 (the "Settlement Agreement") between and among Plaintiff Lowell Parker
3 ("Plaintiff") and Defendant Metromile, LLC ("Defendant" or "Metromile" and, collectively, the
4 "Parties"), the Court's Order Granting Preliminary Approval of Class Action Settlement and
5 Conditionally Certifying Settlement Class ("Preliminary Approval Order"), having held a Final
6 Approval Hearing on January 26, 2023, having considered all of the submissions and arguments
7 with respect to the settlement, and otherwise being fully informed, and good cause appearing
8 therefor;

9 **IT IS HEREBY ORDERED:**

10 1. Class Representative's Motion for Final Approval of Class Action Settlement and
11 Class Representative's Motion for an Award of Attorneys' Fees and Expenses and Plaintiff's
12 Service Award are GRANTED.

13 2. This Order incorporates herein and makes a part hereof, the Settlement Agreement
14 (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the
15 terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same
16 meanings for purposes of this Order.

17 3. The Court has jurisdiction over the subject matter of this action, as well as personal
18 jurisdiction over the Plaintiff, members of the Settlement Class, and Defendant, including, without
19 limitation, jurisdiction to approve the settlement, confirm certification of the Settlement Class for
20 settlement purposes only, to settle and release all claims released in the Settlement Agreement,
21 and to dismiss the Litigation with prejudice.

22 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

23 4. Based on its review of the record, including the Settlement Agreement, all
24 submissions in support of the settlement, and all prior proceedings in the Litigation, the Court
25 finally certifies the following Settlement Class, as defined in the Settlement Agreement and the
26 Preliminary Approval Order, and as defined as set forth below, for settlement purposes only:

27 **All Persons residing in the United States who received a notification letter**
28 **from Defendant stating that their information may have been exposed in the**
Data Incident (the "Settlement Class").

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5. Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. Also excluded from the Settlement Class is Adrienne Poulin, who submitted a timely and valid request to be excluded from the Settlement Class on or about November 13, 2023. Therefore, Adrienne Poulin shall not receive the benefits of the settlement and shall not be bound by this Order.

7. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to Cal. Code of Civil Proc. § 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Class Representative are typical of the claims of the Settlement Class; (d) Class Representative and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

II. NOTICE TO THE SETTLEMENT CLASS

8. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the settlement including its release of the Released Claims, their right to exclude themselves from the Settlement Class or object to all or any part of the settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice

1 to all persons entitled to receive notice; and (iv) fully satisfied the requirements of California Code
2 of Civil Procedure § 382, applicable California laws and procedural requirements, the United
3 States Constitution (including the Due Process Clause), and any other applicable law.

4 **III. FINAL APPROVAL OF THE SETTLEMENT**

5 9. The Court finds that the settlement resulted from arm's-length negotiations between
6 Class Counsel and Defendant.

7 10. The Court hereby finally approves in all respects the settlement as fair, reasonable,
8 and adequate, and in the best interests of the Settlement Class.

9 11. The Court finds that Class Representative and Class Counsel fairly and adequately
10 represented the interests of Settlement Class Members in connection with the settlement.

11 12. The Parties shall consummate the settlement in accordance with the terms thereof.
12 The Settlement Agreement, and each and every term and provision thereof, including its release,
13 shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force
14 and effect of an order of this Court.

15 **IV. RELEASE**

16 13. Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall
17 be deemed to have, and by operation of this order shall have, fully, finally, and forever released,
18 relinquished, and discharged all Released Claims, including Unknown Claims.

19 14. Upon the Effective Date, Metromile shall be deemed to have, and by operation of
20 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff,
21 each and all of the Settlement Class Members, and Plaintiff's counsel of all claims, including
22 Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement,
23 or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement
24 Agreement.

25 15. For purposes of this Order and Judgment, "Released Claims" shall collectively
26 mean any and all past, present, and future claims, causes of action, demands, damages, debts,
27 liabilities, remedies, proceedings, actions, suits, allegations, assertions of wrongdoing, and any
28 demand for injunctive relief or any other type of equitable or legal relief including, but not limited

1 to, any causes of action arising under or premised upon any statute, constitution, law, ordinance,
2 treaty, regulation, or common law of any country, state, province, county, city, or municipality,
3 whether known or unknown, suspected or unsuspected, asserted or unasserted, discovered or
4 undiscovered, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or
5 derivative, and any other form of legal or equitable relief that either has been asserted, was
6 asserted, or could have been asserted by any Settlement Class Member against any of the Released
7 Persons with respect to the Data Incident. Released Claims shall not include the right of any
8 Settlement Class Member or any of the Released Persons to enforce the terms of the settlement
9 contained in the Settlement Agreement, and shall not include the claims of individuals in the
10 Settlement Class who have timely excluded themselves from the settlement.

11 16. Further, upon the Effective Date, and to the fullest extent permitted by law,
12 each Settlement Class Member, including Class Representative, shall, either directly, indirectly,
13 representatively, as a member of or on behalf of the general public or in any capacity, be
14 permanently barred and enjoined from commencing, prosecuting, or participating in any recovery
15 in any action in this or any other forum (other than participation in the settlement as provided
16 herein) in which any of the Released Claims is asserted.

17 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND PLAINTIFF'S SERVICE**
18 **AWARD**

19 17. The Court awards attorneys' fees of \$298,050, reimbursement of costs and
20 expenses in the amount of \$10,000, and payment of a Service Award in the amount of \$2,500 to
21 the Plaintiff. The Court directs the Settlement Administrator to pay such amounts in accordance
22 with the terms of the Settlement Agreement. Class Counsel, in their sole discretion, shall allocate
23 and distribute the amount of the Attorneys' Fees and Expenses Award among Plaintiff's counsel.

24 **VI. OTHER PROVISIONS**

25 18. Without affecting the finality of this Judgment in any way, the Court retains
26 continuing jurisdiction over the Parties and the Settlement Class for the administration,
27 consummation, and enforcement of the terms of the Settlement Agreement.

28 19. The Settlement Agreement and this order are not admissions of liability or fault by

1 the Released Parties, or a finding of the validity or the lack thereof of any claims or defenses in
2 the action or of any wrongdoing or violation of law by the Released Parties. To the extent
3 permitted by law, neither this order, nor any of its terms or provisions, nor any of the negotiations
4 or proceedings connected with it, shall be offered as evidence or received in evidence in any
5 pending or future civil, criminal, or administrative action or proceeding to establish any liability
6 of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this order
7 shall be interpreted to prohibit the use of this order in a proceeding to consummate or enforce the
8 Settlement, this order, or the judgment in this action, or to defend against the assertion of released
9 claims in any other proceeding, or as otherwise required by law.

10 20. In the event the Effective Date does not occur, this Order shall be rendered null and
11 void and shall be vacated and, in such event, as provided in the Settlement Agreement, this Order
12 and all orders entered in connection herewith shall be vacated and null and void, the Parties shall
13 be restored to their respective positions in the Litigation, all of the Parties' respective pre-
14 settlement claims and defenses will be preserved, and the terms and provisions of the settlement
15 shall have no further force and effect with respect to the Parties and shall not be used in the
16 Litigation or in any other proceeding for any purpose, and any judgment or order entered by the
17 Court in accordance with the terms of the settlement shall be treated as vacated, *nunc pro tunc*.

18 **IT IS SO ORDERED.**

19 DATED: JAN 26 2024

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22 HON. KERI KATZ
23 SUPERIOR COURT JUDGE
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