



AlaFile E-Notice

69-CV-2025-900003.00

Judge: HON. BURT SMITHART

To: JAMES MICHAEL TERRELL
jterrell@mmlaw.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

TASHAUNDRA GRANGER ET AL V. PERMANENT GENERAL ASSURANCE CORP. ET AL
69-CV-2025-900003.00

The following matter was FILED on 8/25/2025 5:01:37 PM

C001 GRANGER TASHAUNDRA

C002 HAMILTON MELISA

C003 RUSTIN HELEN

C004 LANCASTER MATTHEW K.

C005 MASON BERNA

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[Filer: TERRELL JAMES MICHAEL]

Notice Date: 8/25/2025 5:01:37 PM

PAIGE SMITH
CIRCUIT COURT CLERK
BARBOUR COUNTY, ALABAMA
405 EAST BARBOUR STREET
SUITE 3, ROOM 119
EUFAULA, AL, 36027

334-687-1500
paige.smith@alacourt.gov



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CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

STATE OF ALABAMA

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Unified Judicial System

69-BARBOUR

☐ District Court ☒ Circuit Court

CV20

TASHAUNDRA GRANGER ET AL V. PERMANENT
GENERAL ASSURANCE CORP. ET AL

CIVIL MOTION COVER SHEET

Name of Filing Party: C001 - GRANGER TASHAUNDRA
C002 - HAMILTON MELISA
C003 - RUSTIN HELEN
C004 - LANCASTER MATTHEW K.
C005 - MASON BERNA

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

JAMES MICHAEL TERRELL
2201 ARLINGTON AVENUE SOUTH
BIRMINGHAM, AL 35205
Attorney Bar No.: TER015

☒ Oral Arguments Requested
TYPE OF MOTION**Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion
☐ (i.e. Summary Judgment, Judgment on the Pleadings,
or other Dispositive Motion not pursuant to Rule 12(b))
(\$50.00)
☐ Judgment on the Pleadings (\$50.00)
☐ Motion to Dismiss, or in the Alternative
Summary Judgment (\$50.00)
Renewed Dispositive Motion (Summary
☐ Judgment, Judgment on the Pleadings, or other
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
☐ Summary Judgment pursuant to Rule 56 (\$50.00)
☐ Motion to Intervene (\$297.00)
☐ Other _____
pursuant to Rule _____ (\$50.00)

*Motion fees are enumerated in §12-19-71(a). Fees
pursuant to Local Act are not included. Please contact the
Clerk of the Court regarding applicable local fees.

☐ Local Court Costs \$ 0 _____

Motions Not Requiring Fee

- ☐ Add Party
☐ Amend
☐ Change of Venue/Transfer
☐ Compel
☐ Consolidation
☐ Continue
☐ Deposition
☐ Designate a Mediator
☐ Judgment as a Matter of Law (during Trial)
☐ Disburse Funds
☐ Extension of Time
☐ In Limine
☐ Joinder
☐ More Definite Statement
☐ Motion to Dismiss pursuant to Rule 12(b)
☐ New Trial
☐ Objection of Exemptions Claimed
☐ Pendente Lite
☐ Plaintiff's Motion to Dismiss
☐ Preliminary Injunction
☐ Protective Order
☐ Quash
☐ Release from Stay of Execution
☐ Sanctions
☐ Sever
☐ Special Practice in Alabama
☐ Stay
☐ Strike
☐ Supplement to Pending Motion
☐ Vacate or Modify
☐ Withdraw
☒ Other Motion for Final Approval of Class Action
Settlement
pursuant to Rule 23(e) (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐

Date:

8/25/2025 4:56:28 PM

Signature of Attorney or Party
/s/ JAMES MICHAEL TERRELL

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
(EUFAULA DIVISION)

TASHAUNdra GRANGER,
MELISA HAMILTON, HELEN
RUSTIN, MATTHEW K. LANCASTER
and BERNA MASON,

Plaintiffs,

v.

PERMANENT GENERAL
ASSURANCE CORP.; PERMANENT
GENERAL ASSURANCE CORP. OF
OHIO; THE GENERAL
AUTOMOBILE INSURANCE
COMPANY, INC.

Defendants.

CASE NO.: 2025-CV-900003

**PLAINTIFFS' MOTION AND MEMORANDUM BRIEF IN SUPPORT OF
FINAL APPROVAL OF PROPOSED SETTLEMENT, FINAL
CERTIFICATION OF THE CLASS, AN INCENTIVE
AWARD TO THE CLASS REPRESENTATIVES AND AN
AWARD OF ATTORNEYS' FEES AND EXPENSES**

Plaintiffs' motion and memorandum brief are submitted in support of final approval of the Parties' class action settlement. If approved, the settlement will resolve the claims of the Plaintiffs and the Class and bring this complex and difficult litigation to a conclusion. This settlement achieves a substantial recovery for the class.

I. INTRODUCTION

Plaintiffs, Tashaundra Granger, Melisa Hamilton, Helen Rustin, Matthew K. Lancaster and Berna Mason, individually and as representatives of the Class, respectfully make this submission, together with the accompanying Declaration of R. Brent Irby ("Irby Declaration"); attached hereto as Exhibit "1" and Declaration of Eric J. Miller ("Miller Declaration"); attached hereto as Exhibit

“2”. The Settlement Agreement and Release (hereinafter “Settlement Agreement”) resolves all claims asserted against Defendants, Permanent General Assurance Corp., Permanent General Assurance Corp. of Ohio and The General Automobile Insurance Company, Inc. (“Defendants”).

The Settlement is a favorable resolution of a complex case, crafted at arm’s-length by experienced counsel on both sides. The total economic relief to be conferred upon the Class represents a recovery that surpasses all criteria for fairness, reasonableness and adequacy under applicable law. In broadest outline, the Settlement provides up to \$7,000,000 (less approved attorney’s fees, approved reimbursed expenses, and approved class representative incentive awards) to Settlement Class Members through a simple claim process, whereby Class Members may submit a claim form and receive a cash payment from Defendants. (Settlement Agreement, I, ¶ 33 at p. 7).

II. PROCEDURAL HISTORY AND STATEMENT OF FACTS

A. SUMMARY OF PLAINTIFF’S CLAIMS

As reflected in Plaintiffs’ Amended and Restated Complaint (“Amended and Restated Complaint”), the Lawsuit is brought against Defendants by Plaintiffs on behalf of themselves and on [a]ll citizens residing in the United States (except Florida), who, within the Class Period, were (1) insured under an Automobile Insurance Policy sold or issued by PGAC containing the same or similar “Refund of Premium” provision under the policy’s “Cancellation and Non-Renewal” section as found in PGAC’s policies, and who (2) had their policies cancelled, and who (3) had paid a premium that was held by PGAC and still unearned on the effective date of cancellation.. (See Order Preliminarily Approving Proposed Settlement, Certifying Conditional Settlement Class, Appointing Class Representatives, Approving and Directing Notice Plan, Appointing

Settlement Administrator and Scheduling Final Approval Hearing, ¶ 1). The following individuals are excluded from the Settlement Class: “(1) any in-house or outside counsel for PGAC and the immediate family members of such persons; (2) employees of PGAC; (3) any members of the judiciary assigned to the Action and their staff; (4) the Parties’ counsel in the Action; and (5) any persons whose claims which have already been fully paid or resolved, whether by direct payment, appraisal, arbitration, settlement, release, judgment, or other means.” (*See id.*).

B. HISTORY OF THE LITIGATION, DISCOVERY AND SETTLEMENT NEGOTIATIONS

Plaintiffs respectfully refer the Court to the Declaration of R. Brent Irby, filed contemporaneously herewith, for a thorough discussion of the history of this litigation, the discovery undertaken by Class Counsel and a summary of the negotiations ultimately leading to the Settlement. Both the litigation and settlement phases of this lawsuit were contentious and conducted at arm’s length at all times.

C. THE SETTLEMENT

1. Summary of the Settlement¹

The settlement consists of a simple claim procedure that allows the Settlement Class to obtain a cash payment based upon the pro-rata distribution of the Net Settlement Fund.

2. Class Notice and Settlement Program²

Class Counsel negotiated an extensive outreach program designed to inform and educate Class Members about the benefits available to them under the Settlement. This Notice program

¹ Class Counsel respectfully refers the Court to the Irby Declaration.

² Class Counsel respectfully refers the Court to the Miller Declaration.

involved: (1) the emailing or mailing of notice to over 356,000 class members whose email and mailing addresses appear in Defendants' customer database and (2) the creation of a settlement website which contains a copy of the Long Form notice, important case documents and a claim form. (*See* Miller Declaration, ¶¶ 4-5, 7).

3. The Release

An explanation of the claims being released by the Class Settlement was included in the Class Notice. (*See* Long Form Notice, ¶ 13). In return for the benefits described above, Class Members release:

Any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory and common law bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against PGAC, including without limitation those which have been or could have been asserted in the Action, arising out of or relating to the claims certified by the Court in this Action and covered by this Settlement during the Class Period..

(Settlement Agreement, pp. 5-6).

IV. ARGUMENT³

A. NOTICE AND JURISDICTION

1. Distribution and Timing of the Notice

The threshold requirement concerning class notice is that the means employed to distribute

³ To support a finding that the requirements of ALA. R. CIV. P. 23(a)(1)-(4) and (b)(3) are satisfied, Plaintiffs adopt and incorporate those arguments contained in their Unopposed Motion for Conditional Certification of a Settlement Class and Preliminary Approval of Settlement filed on May 19, 2025 (Doc. 6).

the notices “be reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the settlement proposed and to afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). However, “[d]ue process does not require that every class member receive notice.” *In re AT & T Mobility Wireless Data Services Sales Tax Litig.*, 789 F. Supp. 2d 935, 968 (N.D. Ill. 2011)⁴ (citing *Mullane*, 339 U.S. at 314-315).

Here, multiple methods of notice were used to ensure that all interested parties were properly apprised. First, email notices were sent to all Settlement Class Members whose email addresses appear in Defendants’ customer database. Second, notice was sent by first class United States mail to all Settlement Class Members whose email addresses were not contained in Defendants’ customer database but whose mailing addresses were contained in Defendants’ customer database or whose email notices were returned as undeliverable. Third, a settlement website was created which contains important documents as well as the Long Form notice.

Similar methods of notice have been routinely approved by federal courts. *See, e.g., In re AT & T Mobility Wireless Data Services Sales Tax Litig.*, 789 F. Supp. 2d 935, 968 (N.D. Ill. 2011) (summary notice on invoices, email notice, and postcard notice where possible “more than adequate”); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 596 (N.D. Ill. 2011) (summary notice on invoices, postcard notice where possible, and publication notice found to be adequate);

⁴ Because of the substantive identity of Rule 23 of the Alabama Rules of Civil Procedure and Rule 23 of the Federal Rules of Civil Procedure, federal authority is deemed persuasive when applying Alabama’s procedural rules in the context of class action litigation. *See e.g., Ex Parte American Bankers Life Assur. Co.*, 715 So. 2d 186 (Ala. 1997); *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995); *First Baptist Church of Citronelle v. Citronelle-Mobile Gathering, Inc.*, 409 So. 2d 727, 729 (Ala. 1981).

Milliron v. T-Mobile USA, Inc., CIV.A. 08-4149 (JLL), 2009 WL 3345762 (D.N.J. Sept. 10, 2009) *aff'd*, 423 F. App'x 131 (3d Cir. 2011) (approving settlement where notice was provided on postcards, with bills, by publication, and on the internet). In sum, direct notice was provided to all Class Members for whom Defendants possess accessible email or mailing address information. The notice distribution program employed by the parties amply satisfies not only the requirements of Rule 23, but also of Constitutional Due Process.

The timing of the Class Notice was also sound. The Settlement Administrator delivered the Notice Package to all Class Members on July 2, 2025. (*See* Miller Declaration, ¶¶ 4-5). The deadline for Class Members to decide whether to object to the settlement was August 10, 2025. Thus, Class members had almost six (6) weeks following the emailing or mailing of the Class Notice to decide whether to object to the Settlement, and the Class Notice was emailed and mailed nine (9) weeks prior to the Final Fairness Hearing.

2. Content of the Notice and the Opportunity to Object

The content of the Class Notice complies with the requirement of Rule 23. The Notice advises Class Members that they will be bound by the judgment, and that any Class Member may object to the Settlement. (Long Form Notice, ¶¶ 13, 21). The Notice advises that the final hearing in this Court will be held on September 4, 2025, at which time Class Members or their attorneys may be heard and informs Class Members how to object or exclude themselves from the Class. (*Id.* at ¶¶ 18, 21, 23).

Additionally, the Notice further informs the Class of the nature of the pending litigation and the terms of the Settlement. (Long Form Notice, ¶¶ 1-5, 7-8). Furthermore, Class Members were instructed to call a toll-free number and or visit a website for further information. (*Id.* at ¶

27). The details provided by the Class Notice thus go far beyond the “summary” information required by Rule 23(e). Unquestionably, the Class Notice presents “a fair recital” of the subject matter and proposed terms of the Settlement. *Marshall v. Holiday Magic, Inc.*, 550 F.2d 1173, 1177 (9th Cir. 1977). The content of the Class Notice was adequate, comprehensive and timely, and afforded Class Members the information necessary to make an informed and intelligent decision whether to object to the Settlement.

B. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

1. The Proposed Settlement Exceeds the Standard Governing Approval of the Settlement

Alabama follows the well-established standards that give effect to the strong policy favoring class action settlements. There is a “strong judicial policy favoring settlement as well as the realization that compromise is the essence of settlement,” *Bennett v. Behring*, 737 F. 2d 982, 986 (11th Cir. 1984), and settlements of class actions are “highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and preventing lawsuits.” *Bennett v. Behring Corp.*, 96 F.R.D. 343 (S.D. Fla. 1982), *affd*, 737 F. 2d 982 (11th Cir. 1984) (quoting *Miller v. Republic Nat. Life Ins. Co.*, 559 F. 2d 426, 428 (5th Cir. 1977)). *See also* *Donovan v. Estate of Fitzsimmons*, 778 F. 2d 298, 307 (7th Cir. 1985) (“there is an overriding public interest in favor of settlement of class action suits.”).

The courts have recognized that “class action suits have a well-deserved reputation as being the most complex,” and, therefore, compromise is particularly appropriate. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977); *In re Domestic Air Transportation Antitrust Litigation*, 148 F.R.D. 297, 312 (N.D. Ga. 1993) (“Settlements of class actions are highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and

preventing lawsuits.”); *In re General Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F. 3d 768, 784 (3d Cir. 1995) (“The law favors settlement, particularly in class actions. . .”).

A class settlement should be approved if it is lawful, fair, reasonable, adequate, and free from collusion. *See, e.g., Maywalt v. Parker & Parsley Petroleum Co.*, 67 F.3d 1072, 1079 (2d Cir. 1995); *In re Paine Webber Ltd. Partnership Litig.*, 171 F.R.D. 104, 124 (S.D.N.Y. 1997); *Isby v. Bayh*, 75 F.2d 1191, 1196 (7th Cir. 1996). The determination of a “reasonable” settlement is not susceptible to a mathematical equation yielding a particular sum. Rather, there is a “range of reasonableness” with respect to a settlement. *McDonald v. Chicago Milwaukee Corp.*, 464 F.2d 416, 428 (7th Cir. 1977); *Newman v. Stein*, 464 F.2d 689, 693 (2nd Cir. 1972). The authority to approve a class settlement is committed to the sound discretion of the trial court. *Bennett*, 737 F.2d at 986. If the Court considers the settlement within the range of reason and fairness, its decision is reviewable only for abuse of discretion. *In re U. S. Oil & Gas Litigation*, 967 F.2d 489, 4934 (11th Cir. 1992).

In assessing a class settlement, the courts are advised to “refrain from making a precise determination of the parties’ respective legal rights.” *EEOC v. Hiram Walker & Sons, Inc.*, 768 F. 2d 884, 889 (7th Cir. 1985). Similarly, “[t]he proposed settlement is not to be judged against a hypothetical or speculative measure of what *might* have been achieved by the negotiators.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 614, 625 (9th Cir. 1982); *accord, Armstrong*, 616 F.2d at 315 (“[j]udges should not substitute their own judgement as to the optimal settlement terms for the judgement of the litigants and their counsel”). Even if “the relief afforded by the proposed settlement is substantially more narrow than it would be if the suits were to be successfully litigated,” this is no objection to a class settlement, since “the public interest may

indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” *Air Line Stewards & Stewardesses Ass’n v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972).

Instead, considerable weight should be given to the views of experienced counsel on the merits of the settlement. *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). There is a “strong initial presumption” that an arms-length settlement arrived at by counsel experienced in the type of litigation involved on the basis of sufficient information concerning the claims at issue is fair. *Feder v. Harrington*, 58, F.R.D. 171, 175 (S.D.N.Y. 1972). Stated another way, “[t]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of the counsel.” *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (citing *Flinn v. FMC Corp.*, 528 F. 2d 1169, 1173 (4th Cir. 1975)); *Pettway v. American Cast Iron Pipe Co.*, 576 F. 2d 1157, 1214 (5th Cir. 1978) *cert. denied*, 439 U.S. 1115 (1979). Also, it is essential that the Court not examine the settlement as if the defendants had been found liable. *See, e.g., City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455-56 (2nd Cir. 1974); *Cf. Cotton*, 559 F. 2d at 1330 (“Inherent in compromise is a yielding of absolutes and an abandoning of highest hopes”) (quoting *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y. 1972)).

A non-exhaustive list of factors that trial courts may consider in evaluating the fairness of a class settlement is as follows:

1. The likelihood of success at trial;
2. The range of possible recovery;
3. The point on or below the range of possible recovery at which the settlement is fair, adequate and reasonable;

4. The complexity, expense and duration of the litigation;
5. The substance and amount of opposition to the settlement;
6. The state of the proceedings at which the settlement was achieved.

Bennett v. Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984). Also, the opinion of competent counsel as to the reasonableness of the settlement must be given substantial weight by the Court. *See, e.g., Cotton*, 559 F.2d at 1330. Consideration of these factors in the context of this litigation demonstrates that this settlement is fair, reasonable, adequate and in the best interest of the Class.

2. Factors Supporting Approval of the Settlement

a. Likelihood of Success at Trial.

In assessing the Plaintiffs' likelihood of success at trial for purposes of determining whether the settlement is fair, adequate and reasonable, the Court need only make a "limited inquiry into whether the possible rewards of continued litigation with its risks and costs are outweighed by the benefits of settlement." *Ressler v. Jacobson*, 822 F. 1551, 1553 (M. D. Fla. 1992); *see also Garst v. Franklin Life Ins. Co.*, 1999 LEXIS 22666 *62 (N.D. Ala.1999). Here, Class Counsel assessed the probability of ultimate success on the merits vis-a-vis the risks of establishing liability. While Plaintiffs believe that their case has merit, Plaintiffs recognize the risks involved in complex litigation, both in establishing liability and in obtaining class certification. These risks included, among other things, demonstrating the breach of Defendants' insurance contracts based on the evidence and circumstances at issue and the difficulties and challenges involved in certifying a nationwide class action.

Moreover, Defendants are represented by highly experienced and competent counsel, who would no doubt continue to mount a zealous and thorough defense to Plaintiffs' claims for relief.

While it is easy to hope for a mammoth recovery, as one federal district court reminded several objectors to a class settlement, “[i]n the real world. . .the path to a large damage award is strewn with hazards.” *In re Gulf Oil/Cities Serv. Tender Offer Litigation*, 142 F.R.D. 588, 595 (S.D.N.Y. 1992). This settlement replaces the risks of establishing liability and damages with immediacy and certainty of a substantial recovery. *See, e.g., Girsh v. Jepsen*, 521 F. 2d 153, 157 (3d Cir. 1975).

In assessing the fairness, reasonableness and adequacy of the Settlement, therefore, the Court must balance those risks of establishing liability and damages against the benefits afforded to the class members, and the *immediacy* and *certainty* of a substantial recovery against the risks of continuing litigation. *Weiss v. Mercedes-Benz of North America, Inc.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995) (“[T]he risks surrounding a trial on the merits are always considerable.”); *see also West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44 (S.D.N.Y. 1970) (“[N]o matter how confident one may be of the outcome of the litigation, such confidence is often misplaced.”), *aff’d*, 440 F.2d 1079 (2d Cir. 1971). These risks are especially acute when defendants have a large litigation “war chest” at their disposal, and have evidenced a willingness to expend significant resources.

b. Range Of Possible Recovery And Point At Or Below The Range Of Possible Recovery Which Is Fair.

In assessing the Settlement, the Court must also consider the range of possible damages that could be recovered at trial and then combine this possibility with the Plaintiffs’ likelihood of prevailing at trial, and other relative factors, to determine if the settlement falls at a point in the possible recovery range that is fair to the Class.

In determining whether the amount of the settlement is reasonable, “the Court is not

confined to the mechanistic process of comparing the settlement to the estimated recovery times the multiplier derived from the likelihood of prevailing on the merits.” *In re Corrugated Container Antitrust Litigation*, 643 F. 2d 195, 217 (5th Cir. 1981). Instead, the Court must recognize that, “[i]n any case, there is a range of reasonableness with respect to a settlement - a range which recognizes the uncertainties of law and fact in a particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Newman v. Stein*, 464 F. 2d 689, 693 (2d Cir.1972), *cert. denied sub nom.*, 409 U.S. 1039 (1972).

There is no fixed point above or below which a settlement is or is not fair. Indeed, “[t]he fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is inadequate; there is no reason why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.” *In re TBK Partners, Limited v. Western Union Corp.*, 675 F. 2d 456, 463-64 (2d Cir. 1982) and *Garst*, 1999 LEXIS 22666 at *64 -*65.

In the instant action, Class Members are entitled to receive their pro-rata share of the Net Settlement Fund. Accordingly, Class Members will recover a portion of their alleged damages if they choose to participate in the claim process by properly and timely filing claim forms. This is hardly insignificant or inadequate relief.

c. The Complexity, Expense and Duration of Litigation.

Courts have consistently viewed the expense and possible duration of litigation as factors appropriately considered in evaluating the reasonableness of a settlement. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1292 (9th Cir. 1992) (“complexity, duration and sheer enormity of the pending class action weighed heavily against a conclusion that the district court abused its

discretion in approving the settlement”). Continued litigation of all issues by Defendants, who are represented by highly capable counsel, would have prolonged any recovery to Settlement Class Members. Defendants have and would surely litigate every possible issue with thoroughness and vigor. Even if Plaintiffs were successful in the continued prosecution of a case through trial, appeals taken by the determined Defendants would entail enormous additional effort and expense with no promise of a greater recovery. Inevitable motion and appellate practice would extend litigation for years, and any trial of the action could last for weeks. Absent settlement, the costs of future litigation increase exponentially.

The Settlement assures substantial benefits to the Class without the further delay, expense and risks that would be unavoidable in further litigation. This factor supports the approval of the settlement. *See e.g., Garst*, 1999 LEXIS 22666 at *69; *In re Prudential Ins. Co. of America Sales Practices Litigation*, 148 F. 3d at 318; *In re Manufacturers Life Ins. Co. Premium Litigation*, 1998 LEXIS 23217 *10 (S.D. Cal. Dec. 21, 1998). Plaintiffs submit that the Settlement grants the Class members timely relief without the unwarranted risks, complexity, duration, and expense inherent in continuing this uncertain litigation.

d. The Stage Of Proceedings At Which The Settlement Was Achieved.

In assessing this factor, the relevant inquiry is whether the parties have obtained sufficient information or discovery to assess the strengths and weaknesses of the claims and defenses to be asserted in the action. *Garst*, 1999 U.S. Dist. Lexis 22666 at *70. Comprehensive discovery is not required. *Woodward v. Nor-Am Chemical Co.*, 1996 WL 1063670 at *21. Only some reasonable amount of discovery is necessary. *Id.*

In the present case, informal discovery has been conducted which allowed Class Counsel

to gain further understanding about the strengths and weaknesses of this case. (Irby Declaration at ¶ 7). *See Griffin v. Flagstar Bancorp Inc.*, No. 2:10-cv-10610, 2013 WL 6511860 at *4 (E.D.Mich. Dec. 12, 2013 (“The absence of formal discovery in no way undermines the integrity of the settlement given the extensive investigation that has occurred as a result of proceedings thus far which demonstrates that counsel have a full understanding of the strengths and weaknesses of their case.”); *see also Newby v. Enron Corp.*, 394 F3d 296, 306 (5th Cir. 2004) (“[T]he absence of formal discovery is not an obstacle [to settlement approval] so long as the parties and the Court have adequate information in order to evaluate the relative position of the parties.”). This factor favors approval of the settlement.

e. The Absence Of Collusion Among The Parties

This Settlement is the product of extensive arm’s-length negotiations, including four mediation sessions, by experienced counsel, after substantial factual investigation, legal analysis, and informal discovery. (Irby Declaration, ¶ 7-10, 12). The Settlement reached is the culmination of negotiations by experienced and informed counsel vigorously pursuing their respective clients’ interests that lasted months. Class Counsel, who collectively have vast experience in complex class action work, negotiated the settlement with a view toward resolving the issues in dispute on the most favorable terms for the Class. The final two mediation sessions were conducted by Allen Schreiber, a well-respected mediator in Birmingham, Alabama.

Class Counsel considered, among other things, the strengths and weaknesses of Plaintiffs’ claims against the Defendants, the uncertainties inherent in this complex litigation, and the substantial benefits provided by the settlement to the members of the Class. (Irby Declaration, ¶ 14). In light of the benefits available under the settlement and the costs, risks, and inevitable delay

involved in continued litigation and likely appeals, Class Counsel believes that this settlement is in the best interest of the Class and is in all respects, fair, reasonable and adequate. (*See id.*). The opinion of competent and experienced counsel as to the reasonableness of the settlement is an important consideration. *In re Domestic Air Transportation Antitrust Litigation*, 148 F.R.D. at 312. In fact, when a proposed settlement is the result of arms-length negotiations by capable counsel, the settlement is presumed to be fair and reasonable. *See Newberg on Class Actions*, Sect. 11.41, 11-88, 3rd edition, (1992); *see also, e.g., In re NASDAQ Marketmakers Antitrust Litigation*, 187 F.R.D. 464, 474 (S.D.N.Y. 1998).

f. Substance And Amount Of Opposition To The Settlement

It is well-settled that “the reaction of the Class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” *Sala v. National Railroad Passenger Corp.*, 721 F.Supp. 80, 83 (E.D. Pa 1989); *Donavan* 778 F.2d 308, *EEOC*, 768 F.2d 889. A favorable reception by the Class constitutes “strong evidence” of the fairness of the settlement and supports judicial approval. *In re Payne Webber Limited Partnerships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997), *aff’d*, 117 F. 3d 721 (2d Cir. 1997) (citing *Detroit v. Grinnell Corp.*, 495 F. 2d 448, 462 (2d Cir. 1974)).

Despite sending direct notice to over 356,000 class members, 0 exclusion requests and 0 objections were received. (Miller Declaration, ¶¶ 12, 14). The lack of objections weighs heavily in favor of approval. *Bell Atlantic Corp. v. Bolger*, 2 F. 3d 1304, 1313-1314 (3d Cir. 1993) (small numbers of objectors favors a settlement); *Maher v. Zapata Corp.*, 714 F. 2d 436,456 (5th Cir. 1983) (minimal shareholder objection is another factor favoring approval of the settlement); *In re Beef Indus. Antitrust Litig.*, 607 F. 2d 167, 180 (5th Cir. 1979).

The positive response of the Class supports the conclusion that the settlement is fair, reasonable and adequate. *Grinnell Corp.*, 495 F. 2d at 462 (“[a]ny claim by appellants that the settlement offer is inadequate is belied by the fact that... (o)nly twenty objectors appeared from the group of 14,156 claimants.”). Courts have affirmed settlements when large numbers of the Class objected. *See, e.g., Huguley v. General Motors Corp.*, 999 F. 2d 142 (6th Cir. 1993) (settlement with no opt out provision approved over objections by 15% of the Class); *County of Suffolk v. Long Island Lighting Co.*, 907 F. 2d 1295 (2d Cir. 1990) (settlement approved over objections of a majority of the Class representatives); *TBK Partners Limited v. Western Union Corp.*, 675 F. 2d 456 (2d Cir. 1982) (approving settlement over objections of a majority of the Class); *Reed v. General Motors Corp.*, 703 F. 2d 170 (5th Cir. 1977) (settlement approved with 600 of 1,469 Class members objecting).

C. The Requested Award of Fees and Expenses is Reasonable and Warranted.⁵

Through skillful and focused litigation, Class Counsel has achieved a settlement that provides \$7,000,000 in class-wide relief. Notably, no Settlement Class Members objected to the requested fee and expense award. Of this, Class Counsel seeks—and Defendants do not oppose—an attorney’s fee and expense reimbursement award of \$2,333,000. The fee negotiations were conducted at arm’s-length and, again, only after all material terms of the Settlement had been agreed upon. (Irby Declaration, ¶ 27). Additionally, Class Counsel incurred litigation expenses of \$14,208.50 in pursuit of this litigation. Class Counsel’s request is entirely reasonable and should be approved by the Court as part of the overall Settlement of the Class claims because:

⁵ In further support of its argument that the requested attorney’s fee and expense award is fair and reasonable, Class Counsel rely upon their Motion for Award of Attorneys’ Fees and Expenses filed on July 28, 2025 (Doc. No. 29).

- the Settlement provides extraordinary economic benefits for the Class;
- Class Counsel spent more than one thousand hours litigating this matter and negotiating the Settlement;
- substantial work remains to be done in the monitoring and implementation of the Settlement, for which Class Counsel will receive no further compensation;
- Class Counsel undertook the litigation of this matter on a completely contingent basis, advancing all expenses and accepting all risk while they worked and received no compensation or reimbursement whatsoever;

(Irby Declaration, ¶¶ 27-28).

Given these facts, it is clear that through the efforts of Class Counsel – taken at their own risk – a substantial recovery was obtained for the Class where no recovery otherwise may now, or ever, exist. *Cf. In re Rio Hair Naturalizer Prods. Liab. Litig.*, No. MDL 1055, 1996 WL 780512, at *17 (E.D. Mich. Dec. 20, 1996) (“Absent Petitioners’ efforts, there would be no fund whatsoever for distribution to class members.”).

D. The Class Representative Should Receive an Incentive Award.

Class Counsel also applies to the Court, on behalf of Plaintiffs, for an incentive award of \$4,500 to compensate each named Plaintiff for their efforts on behalf of the Settlement Class. Plaintiffs and Class Counsel believe that this amount is fair and reasonable. There have been no objections to an incentive award of up to \$4,500 for each Plaintiff or \$22,500 in the aggregate.

Moreover, Plaintiffs actively assisted in prosecuting the litigation. Specifically, Plaintiffs met with Class Counsel to assist in the preparation of this case. Plaintiffs were engaged in the litigation and settlement process and were prepared to participate in the trial of this case. Courts that have awarded such additional compensation have approved incentive awards in the same or more substantial amounts than the \$4,500 sought for each Plaintiff here. *See In re Dun &*

Bradstreet Credit Serv. Customer Litig., 130 F.R.D. 366, 373-74 (S.D. Ohio 1990) (approving incentive awards in the amounts of \$35,000 and \$55,000 to five class representatives); *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 250-51 (S.D. Ohio 1991) (approving \$50,000 to each of the six class representatives from a common fund); *Bogosian v. Gulf Oil Corp.*, 621 F.Supp. 27 (E.D.Pa. 1985) (incentive awards of \$20,000 to each of two plaintiffs); *In re REVCO Sec. Litig., Arsam Co. v. Salomon Bros., Inc.*, 1992 U.S. Distr. LEXIS 7852 (N.D. Ohio May 5, 1992) (\$200,000 to named plaintiff). Accordingly, Class Counsel respectfully submits that a \$4,500 incentive award to each Plaintiff is fair and reasonable.

V. CONCLUSION

Wherefore, for the foregoing reasons, Plaintiff and Class Counsel respectfully request the Court grant final approval to the settlement and enter an Order of Final Judgment and Dismissal in accordance with the settlement agreement.

Dated: August 25, 2025

Respectfully submitted,

/s/ James M. Terrell

Robert G. Methvin, Jr. (MET009)

James M. Terrell (TER015)

Courtney C. Gipson (COO045)

METHVIN, TERRELL, YANCEY, STEPHENS & MILLER, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that on this the 25th day of August 2025, I filed the foregoing using the Alafile system, and that I have transmitted a true and correct copy of the foregoing to Counsel for Defendants:

Rik S. Tozzi
BURR & FORMAN, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203

Hunter Ely
DOLL AMIR & ELY, LLP
515 S. Flower Street, Suite 1812
Los Angeles, CA 90071

/s/ James M. Terrell
OF COUNSEL



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69-CV-2025-900003.00
CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

EXHIBIT 1

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
(EUFAULA DIVISION)**

**TASHAUNDRA GRANGER, MELISA
HAMILTON, HELEN RUSTIN,
MATTHEW K. LANCASTER and
BERNA MASON,**

Plaintiffs,

v.

**PERMANENT GENERAL
ASSURANCE CORP.; PERMANENT
GENERAL ASSURANCE CORP. OF
OHIO; THE GENERAL
AUTOMOBILE INSURANCE
COMPANY, INC.**

Defendants.

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CASE NO.: 2025-CV-900003

DECLARATION OF R. BRENT IRBY

R. Brent Irby, on his own behalf and on behalf of all counsel appearing for the Plaintiff class in the above-captioned action (collectively “Class Counsel”) respectfully submits this declaration in support of: (1) Final Approval of the Proposed Settlement; (2) Final Certification of the Class; (3) an Incentive Awards to the Class Representatives and (4) an Award of Attorneys’ Fees and Expenses. As demonstrated herein: (1) the proposed settlement with Permanent General Assurance Corp., Permanent General Assurance Corp. of Ohio, The General Automobile Insurance Company, Inc. (“Defendants”) is fair, reasonable and adequate; (2) the notice program directed to the proposed Settlement Class (“the Class”) is sufficiently adequate and satisfies all due process requirements; (3) certification of the proposed Settlement Class is appropriate and warranted; (4) the proposed class representatives should be granted an incentive award for their efforts on behalf of the Class and (5) the requested fee award is fair, reasonable and justified by the efforts of Class Counsel in relation to the risks undertaken on behalf of the

Class and the settlement benefits achieved. Declarant states that he is over the age of nineteen (19), is competent to testify and has personal knowledge of the facts contained herein:

1. I am a principal and founding member of the law firm Lyons Irby, LLC, counsel of record for Plaintiffs in this matter. I am a member in good standing of the bars of the States of Alabama, Georgia, and Tennessee. Along with my co-counsel, Methvin, Terrell, Yancey, Stephens & Miller, P.C., I serve as Class Counsel for Plaintiffs Tashaundra Granger, Melisa Hamilton, Helen Rustin, Matthew K. Lancaster, Berna Mason (“Plaintiffs” or “Class Representatives”) and the Settlement Class. I have personal knowledge of the facts below and, if called upon to do so, could and would testify competently thereto.

2. This firm is Class Counsel for Plaintiffs. Class Counsel undertook the representation of Plaintiffs on a purely contingent basis and this litigation and settlement were hard-fought and adversarial.

I. Qualifications of Class Counsel

3. My firm handles a large amount of complex litigation, including numerous class actions in federal and state courts throughout the United States. I have been appointed lead counsel or co-lead counsel in several class actions and in many nationwide class actions. Cases in which I have served as Class Counsel and in which I played a lead role include:

Mike Allen, et al. v. Dolgencorp, LLC and Dollar General Corp.,
Case No. SUCV2020000385; Superior Court of White County,
State of Georgia.

Warren Burch and James Bodley v. Whirlpool Corporation,
Case No.: 1:17-CV-18-PLM; United States District Court, Western
District of Michigan (Southern Division);

Wendy and Nicholas Grasso v. Electrolux Home Products, Inc.,
Case No.: 8:16-cv-00911-CEH-TGW; United States District Court,
Middle District of Florida (Tampa Division);

Robert Brown v. Electrolux Home Products, Inc. d/b/a Frigidaire, Case No.: 1:08-cv-00030-LGW-BKE; United States District Court, Southern District of Georgia (Augusta Division);

Timmy L. Murphy v. Walgreen Co., d/b/a Walgreens, Case No.: 2015-CV-63251; In the Superior Court of Bibb County, State of Georgia;

Golden Eaton, Jr., et al. v. Vaughan Regional Medical Center, LLC, et al., Case No.: 27-CV-2014-900317.00; In the Circuit Court of Dallas County, Alabama;

Scott A. Chambers, et al. v. Merrill Lynch & Co., Inc., et al.; Case No.: 10-cv-07109-NRB; United States District Court, Southern District of New York;

O'Shaugnessey Wallace v. Greene Finance Company, Inc., et al.; Case No.: 2007-cv-052; In the Superior Court of Quitman County, State of Georgia;

Amber Osborne v. Rite Aid Corporation, Case No.: 2011-cv-0685-MM; In the Superior Court of White County, State of Georgia;

Washer & Refrigeration Supply Co., Inc., et al. v. PRA Government Services, LLC d/b/a "Revenue Discovery Systems" and/or "RDS" and/or "Alatax," et al.; Case No.: CV-2010-903417.00; In the Circuit Court of Jefferson County, Alabama (Birmingham Division);

Joretta Rhodes Smith, individually and on behalf of a class of Alabama citizens in Alabama Similarly situated v. CVS Pharmacy, Inc.; CVS/Caremark Corporation; Case No.: CV-2008-900054; Circuit Court of Bullock County, Alabama;

Eufaula Family Medicine, P.C. v. Stericycle, Inc.; Case No. CV-2008-900066; Circuit Court of Barbour County, Alabama (Eufaula Division);

Jimmy S. Calton, Sr. and Jim S. Calton, Jr., d/b/a Calton & Calton v. Shred-It USA, Inc.; Case No. CV-2008-900006; Circuit Court of Barbour County, Alabama (Eufaula Division);

Earl R. Cates, et al. v. Cooper Tire and Rubber Company, Case No. 3:06-cv-940; United States District Court for the Northern District of Ohio (Western Division).

Margaret Franklin v. Acceptance Insurance Agency, Inc., et al.; Civil Action No. CV-06-000065; Circuit Court of Bullock County, Alabama;

Annette Rush v. Village Auto Insurance Company, Inc.; 2005-CV-107983; In the Superior Court of Fulton County State of Georgia;

Shelly Jones and Dennis Hill v. Southland National Insurance Corporation; Civil Action No. CV-05-0200; Circuit Court of Barbour County, Alabama (Eufaula Division);

In Re Textile Rental Services Litigation; Civil Action No. CV-05-019; Circuit Court of Barbour County, Alabama (Clayton Division);

Fred Phillips, et al. v. Columbiana Bancshares, Inc., et al.; Civil Action No. CV-03-1405; Circuit Court of Shelby County, Alabama;

Ann Harbin, individually and d/b/a Harbin Research Services, et al. v. Pitney Bowes, Inc.; Pitney Bowes Credit Corporation; Case No. 2002-769; Circuit Court of Montgomery County, Alabama;

In Re Allstate Insurance Company Underwriting and Rating Practices Litigation; MDL Docket No. 3:02-md-1457 – All Cases; United States District Court Middle District of Tennessee (Nashville Division).

4. Along with myself, Robert G. Methvin, Jr., James M. Terrell and Courtney C. Gipson serve as my Co-Class Counsel and have been involved in the litigation from the outset and settlement of these claims on behalf of the Settlement Class Members.

5. Class Counsel are not aware of any conflicts of interest that exist between them and any members of the Settlement Class and are not aware of any conflicts of interest that exist between the Class Representatives and any members of the Settlement Class.

II. Preliminary Investigation and Filing of the Lawsuit

6. Prior to initiating litigation, Class Counsel conducted a thorough investigation of PGAC's business practices. Class Counsel reviewed contracts and other substantive material provided to us by Plaintiffs and other insureds, and also conducted comprehensive online research regarding other consumers raising concerns about PGAC's premium refund practices. Class Counsel also thoroughly researched governing law on the issues involved, including various state statutes addressing refunds of unearned premiums at cancellation, as well as applicable case law addressing ambiguity in insurance policies. Class Counsel also conducted extensive legal research regarding available state law claims, remedies, and class certification. Our background and knowledge of a previous related class action against Defendant Permanent General Assurance Corp. enabled Class Counsel to develop and implement a focused and effective pre-filing investigation.

7. Plaintiffs Tashaundra Granger and Melisa Hamilton filed a nationwide class action against Defendants Permanent General Assurance Corp., Permanent General Assurance Corp. of Ohio, and The General Automobile Insurance Co. in the Circuit Court of Barbour County, Alabama, styled 69-CV-2025-900003. Plaintiffs contend that Defendants' assessment and retention of a "short rate cancel fee" when an insured cancels coverage constitutes a breach of contract and/or an unlawful penalty which shorts insureds on premium refunds due upon cancellation. Defendants deny Plaintiffs' allegations and deny that they have breached contracts with insureds or assessed or collected an unlawful penalty of any kind.

Similar statewide class actions were filed asserting similar claims and allegations, including *Matthew Lancaster v. Permanent General Assurance Corp.*, Case No. 34-2022-00319644-CU-BC-GDS in the Superior Court of Sacramento County, California, *Berna Mason*

v. Permanent General Assurance Corp., Case No. 20-SCCV-091602 in the State Court of Bibb County, Georgia, and *Helen Rustin v. Permanent General Assurance Corp.*, Case No. 57-CV-2024-900018 in the Circuit Court of Russell County, Alabama. These actions were litigated in the various courts with appeals taken to the Georgia Court of Appeals, the Supreme Court of Georgia (an attempted writ) and the California Court of Appeals. I conducted the hearings and drafted the briefs, pleadings and discovery at the trial and appellate level of these actions.

III. Negotiation of the Settlement

8. The *Lancaster* action was ordered to mediation and in late October 2023, the parties in *Lancaster* began settlement discussions and scheduled sessions with mediator Ann Goyette of Griffiths Goyette. At the second mediation session with Ms. Goyette, Lancaster's counsel (Settlement Class Counsel here) presented and discussed forthcoming statewide class actions in additional states by insureds who had retained Settlement Class Counsel, which could necessitate a need to consider a potentially broader class-wide resolution. Although the mediation with Ms. Goyette did not result in a resolution, the parties agreed to continue the mediation and further explore the potential scope of a class resolution, with Lancaster's counsel agreeing not to initiate additional statewide class actions while these settlement discussions and considerations continued.

9. Following additional conferences, in May 2024 the parties in *Lancaster* agreed to mediate going forward with J. Allen Schrieber of Schreiber ADR in Birmingham, Alabama, and scheduled a mediation with Mr. Schrieber for September 10, 2024. The parties conducted two (2) in-person mediation sessions with Allen Schreiber. Each of these in-person mediations were full-day sessions that were intense and extremely hard fought, with each aspect of the settlement being vigorously negotiated. Virtually every term of the Settlement was hotly contested.

Ultimately, the parties confronted these issues and reached agreement when it appeared on several occasions that a settlement could not be reached. The Class Representatives were consulted by Class Counsel and agreed that the settlement was fair and reasonable.

10. After the parties ultimately reached an agreement in principle on all material terms of substantive relief for the settlement class, they began negotiating, with the input, assistance, and oversight of Allen Schreiber, the amount of attorneys' fees and costs that Defendant would pay to Class Counsel (subject to Court approval) and the amount of service awards Defendants would pay to the Class Representatives (also subject to Court approval). At all times, the issue of attorneys' fees, costs, and class representative service awards was negotiated separately from the settlement relief to class members. Like the other negotiations, these negotiations were conducted at arm's length and with the assistance and oversight of Mr. Schreiber.

11. Following negotiations, the parties ultimately reached an agreement in principle on all issues related to the settlement, and executed a written term sheet memorializing those terms. For approximately six months, the parties negotiated the terms of the written settlement agreement. Ultimately, the Settlement Agreement (the "Agreement") was drafted, finalized and executed by the Parties on May 2, 2025. In accordance with this Court's Order granting preliminary approval of the settlement, notice was emailed or mailed to the member of the Settlement Class on July 2, 2025.

The time and effort spent by all parties to this litigation demonstrate the rigor, intensity, and thoroughness of the mediation efforts, as well as the parties' commitment to working constructively toward a resolution. The proposed settlement addresses the reasonable objectives of the litigation. The exchange of information and substantive briefing throughout the litigation

and settlement process allowed the parties to sufficiently understand the relative strengths and weaknesses of their positions when fashioning the proposed settlement.

IV. The Settlement is Fair, Reasonable and Adequate

12. The Settlement was negotiated at arm's length in an adversarial setting by experienced counsel who are fully familiar with all aspects of class action litigation. The relief provided by the Settlement is extremely reasonable and adequate. The Settlement provides the Class with monetary relief in the amount of \$7 million.

13. It is the opinion of Class Counsel that the relief obtained is sufficiently reasonable and adequate. For the additional reasons described below, Class Counsel have concluded that the Settlement is fair, reasonable and adequate and serves the best interest of the Class Members. Although Class Counsel developed a strong case which we were prepared to try, settlement of the claims against Defendants according to the terms of the Settlement Agreement made logical sense and is in the best interests of the Class Members.

14. Plaintiffs and Class Counsel have agreed to settle this action pursuant to the terms of the Settlement Agreement after considering, among other things: (a) the attendant risks and uncertainty of litigation, especially in complex, nationwide class actions such as this, including the difficulties and delays inherent in such litigation; (b) the desirability of consummating the Settlement promptly to provide effective relief to Plaintiff and the Class and (c) the substantial monetary relief made available to Plaintiffs by the Defendants. Accordingly, Class Counsel and Plaintiffs support final approval of the Settlement.

A. The Risks of Continued Litigation

15. Despite the strength of Plaintiffs' claims, continued litigation would have exposed Class Members to considerable risk of an adverse result and possibly no recovery whatsoever.

These risks included, among other things, demonstrating breaches of numerous contracts of insurance in various states based on the evidence and circumstances at issue; issues surrounding defenses raised by the Defendants; and the difficulties and challenges involved in certifying a class on a nationwide basis. The conflicting rulings among trial and appellate courts demonstrate the risks associated in the litigation.

B. Avoidance of Delay

16. In addition to the risks outlined above, continued litigation would have certainly delayed any recovery to Class Members. Class Counsel carefully weighed the threat of protracted appeals and the possibility that any Motion for Class Certification may be denied. Class Members can ill afford to wait while this case winds its way through the appellate process, in light of the substantial relief which has been agreed to by Defendants.

C. Avoidance of Additional Expense

17. Continued litigation also would have required additional costs and expenses which could dilute any Class recovery. Many of the costs associated with the preparation and litigation of a complex class action, including possible experts, would have been enormous. To the extent that these expenses could not be recovered as taxable costs, they could diminish any ultimate recovery available for distribution to Class Members.

18. Accordingly, it is fair to opine that the work necessary to prepare this case for a contested class certification hearing, and for an ultimate trial, would be complicated, enormous in scope, time-consuming and expensive. In contrast to protracted litigation, the Settlement affords Class Members with immediate relief specifically tailored to the claims alleged in the Amended Complaint.

V. The Relief Afforded to the Class by the Litigation and Settlement

19. The Settlement provides that Defendants shall create a Settlement Fund totaling \$7,000,000.00. Payments to the Settlement Class, as well as any award for attorneys' fees, reimbursement of litigation expenses or class representative incentive awards, will be paid from this Settlement Fund. In order to receive a settlement payment, members of the Settlement Class only need to complete a simple claim form. Members of the Settlement Class are eligible to receive their pro-rata share of the net settlement fund.

VI. Notice Program and Other Protections Will Achieve Maximum Participation

20. Class Counsel negotiated provisions in the Settlement to ensure that notice reached as many members of the Settlement Class as possible. The Notice program was designed to notify and inform Class Members of the proposed Settlement and the relief it affords them. Notice was provided through direct notices emailed and mailed to all Class Members whom Defendants could identify using their customer records.

A. Class Counsel is available to respond to any questions to assist Class Members with any inquiries regarding the Settlement

21. In the Notice, Class Members were directed to contact Class Counsel with any questions or inquiries regarding the Settlement. The name and address of Class Counsel was prominently displayed in the Notice. Class Counsel is available to speak with any Class Members seeking additional information or having inquiries about certain aspects of the Settlement or who need additional information.

VII. Reaction of the Class

24. No objections to the Settlement and no Opt-Out requests were received. Notice was sent to over 356,000 Class Members throughout the United States. It is apparent that the

Settlement was well-received by the Class. The fact that the Settlement Class approves of the Settlement demonstrates that the Settlement is fair, reasonable and adequate.

VIII. Certification of the Settlement Class

25. For the reasons set forth in the Court's Order Granting Preliminary Approval to the Settlement and for the reasons set forth in Plaintiff's Memorandum Brief and Evidentiary Materials in Support of Final Approval of Proposed Settlement, Final Certification of the Class, For an Incentive Award for the Class Representative and for an Award of Attorneys' Fee and Expenses, certification of the Settlement Class is appropriate and warranted under the applicable precedent.

IX. Incentive Award for the Representative Plaintiff

26. Class Counsel respectfully requests that the Court award the Class Representatives an incentive award of \$4,500 each for their efforts in bringing and prosecuting this case. The Class Representatives assisted Class Counsel as needed and were prepared to sit for deposition and to attend the ultimate trial of this matter. Incentive awards are frequently and properly awarded for recognition of the time and expense the Class Representatives have personally devoted to righting the wrongful practice and obtaining relief for the benefit of the entire Class.

X. Application for an Award of Attorneys' Fees and Reimbursement of Expenses

27. Class Counsel expended well over one thousand hours litigating the case that produced this settlement. Class Counsel performed extensive work investigating, filing and litigating the Actions that were consolidated into this class action. Class Counsel investigated the factual claims of Plaintiffs and evaluated various state laws in order to successfully pursue litigation. Class Counsel developed a discovery plan and reviewed information and documents

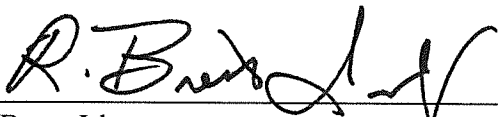
produced by Defendants; participated in meetings and strategy sessions with Co-Class Counsel; participated in substantial motion and appellate practice and hearings; attended formal and informal mediation sessions and spent substantial time negotiating and drafting the Settlement Agreement and the attendant pleadings required to obtain approval of this Settlement. All of these efforts directly contributed to the Settlement that provides valuable relief to members of the Settlement Class. The negotiations between the parties regarding an award of attorneys' fees were conducted at arm's-length and only occurred after all material aspects of the class relief were agreed upon.

28. Class Counsel agreed to represent Plaintiffs on a contingency fee basis and have not been paid any fees or expenses in this litigation from Plaintiffs.

29. Through the date of the Fairness Hearing, Class Counsel and the law firms working with Class Counsel have incurred and/or will incur \$14,208.50 in expenses litigating this action. Class Counsel's expenses primarily encompass filing fees, legal research, transcript fees necessary for appeals, postage and copying charges, mileage and mediation fees. These expenses are maintained in the books and records of Class Counsel and the law firms working with Class Counsel on behalf of Plaintiffs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of August 2025.



R. Brent Irby



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69-CV-2025-900003.00
CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

EXHIBIT 2

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
(EUFAULA DIVISION)**

**TASHAUNDRA GRANGER, MELISA
HAMILTON, HELEN RUSTIN,
MATTHEW K. LANCASTER and
BERNA MASON,**

Plaintiffs,

v.

**PERMANENT GENERAL
ASSURANCE CORP.; PERMANENT
GENERAL ASSURANCE CORP. OF
OHIO; THE GENERAL
AUTOMOBILE INSURANCE
COMPANY, INC.**

Defendants.

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CASE NO.: 2025-CV-900003

**DECLARATION OF ERIC J. MILLER REGARDING
(A) DISSEMINATION OF NOTICE; AND
(B) REPORT ON EXCLUSIONS, OBJECTIONS, AND REQUESTS TO SPEAK AT
FAIRNESS HEARING RECEIVED TO DATE**

I, Eric J. Miller, declare as follows:

1. I am the Senior Vice President of A.B. Data, Ltd.’s Class Action Administration Company (“A.B. Data”), whose corporate office is located in Milwaukee, Wisconsin. My business address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, FL 33418, and my telephone number is 561-336-1801.

2. I submit this Declaration in connection with the above-referenced action (the “Action”). This Declaration is based upon my personal knowledge and upon the information provided by my associates and staff members. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

3. Pursuant to the Court’s Preliminary Approval and Conditional Certification Order for

Proposed Class Settlement (the “Preliminary Approval Order”), A.B. Data was responsible for effectuating notice pursuant to the Notice Plan approved by the Court. This Declaration details the steps taken by A.B. Data, which consisted of the following: a) direct notice to the Settlement Class Members; and b) a toll-free telephone number and case-specific website to address potential inquiries.

DIRECT MAIL NOTICE

4. On July 2, 2025, A.B. Data sent 337,738 emails (“Email Notices”) to all Settlement Class Members whose email addresses were available in the records provided by Defendants. A true and correct copy of the Email Notice is attached hereto as **Exhibit A**.

5. In addition, A.B. Data mailed the postcard notice (the “Postcard Notice”) via United States Postal Service (“USPS”) First-Class Mail to 18,824 entities whose addresses appeared in Defendants’ records and who could not be reached via electronic mail. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**.

6. On July 18, 2025, A.B. Data conducted a second mailing campaign, sending the Postcard Notice to 36,595 entities via USPS. This mailing was intended to reach Settlement Class Members whose initial emails were returned as undeliverable, as well as 3 individuals whose prior mailings were returned with a forwarding address.

WEBSITE

7. On June 30, 2025, A.B. Data established a dedicated case-specific website, PGACInsuranceClassAction.com, to assist potential Settlement Class Members. It includes general information regarding this Action, and the proposed Settlement, including the exclusion and objection deadlines, and the date, time, and location of the Court’s Fairness Hearing. A copy of the Long-Form Notice (attached hereto as **Exhibit C**), the Complaint, the Settlement Agreement, the Preliminary Approval Order, and other relevant documents are posted on the website and are available for

downloading.

8. In addition, the settlement website provides Settlement Class Members with access to a downloadable claim form containing detailed instructions for submitting claims by mail. The website also includes an online portal through which Settlement Class Members may electronically file their claims. The website is accessible 24 hours a day, 7 days a week.

9. On July 30, 2025, A.B. Data posted the Motion for Award of Attorney's Fees and Expenses to the website.

TOLL-FREE HELPLINE

10. A.B. Data established a case-specific toll-free number, 1-866-830-3636, with an interactive voice response system and live operators, to accommodate potential Settlement Class Members with questions about the Action. The automated attendant answers the calls and presents callers with a series of choices to respond to basic questions. If callers need further help, they have the option of being transferred to a live operator during business hours. A.B. Data continues to maintain the telephone helpline and will update the interactive voice response system as necessary through the administration of the Settlement.

REPORT ON EXCLUSIONS

11. The notices and website informed potential Settlement Class Members that if they wish to request exclusion from the Settlement, they must submit a request for exclusion by August 10, 2025.

12. As of the date of this Declaration, A.B. Data has not received any requests for exclusions.

REPORT ON OBJECTIONS

13. The notices and website informed potential Settlement Class Members that if they wanted to object to any part of the Proposed Settlement, or desired to speak in person at the Fairness Hearing, they were required to file a written letter of objection and/or a notice of intention to speak with the Court and serve copies on Defendant's counsel and Class Counsel by August 10, 2025.

14. As of the date of this Declaration, A.B. Data has not received any objection or notice of intention to speak at the Fairness Hearing or is not aware of any such filings.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of August 2025.



Eric J. Miller

EXHIBIT A

CLAIM ID: «CLAIMID» UNIQUE IDENTIFICATION NUMBER: «UNIQUEID»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If Your Automobile Insurance with Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, or The General Automobile Insurance Company, Inc. Was Canceled, at Your Request or For Non-Payment of Premium,
You Could Get Money from a \$7 Million Settlement.**

You received this email because you were an insured of Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, or The General Automobile Insurance, Inc. (collectively "PGAC"). There is a proposed \$7 million settlement with PGAC in the class action lawsuit *Granger, et al. v. Permanent General Assurance Corporation*; No. 69-CV-2025-900003 in the Circuit Court of Barbour County, Alabama. There were four separate lawsuits filed in three different states, but they were consolidated into this lawsuit for this settlement. The lawsuits claim that PGAC breached its insurance contracts and was unjustly enriched when it did not properly refund unearned insurance premiums when customers voluntarily canceled their automobile insurance or when a customer's automobile insurance was canceled for non-payment of premiums. PGAC denies the allegations against it and does not admit any wrongdoing.

Who is included?

Generally, you may be included if you voluntarily canceled your automobile insurance or your automobile insurance with PGAC was canceled for non-payment of premiums and you did not receive a proper refund during the Class Period. To determine the Class Period applicable to the State where your insurance policy was issued, please see Exhibit 5 to the Settlement Agreement. You can learn more about the case and the settlement at www.PGACInsuranceClassAction.com or by calling the Settlement Administrator at 1-866-830-3636.

What does the settlement provide?

A Settlement Fund of \$7 million will pay money to eligible Settlement Class Members, notice and settlement administration costs, attorneys' fees and expenses, and class representative service awards.

How can I get a payment?

To be eligible and considered for a potential payment from the settlement, you must timely submit a completed claim form online or by mail (postmarked) by October 4, 2025. Instructions on how to submit a claim form can be found at www.PGACInsuranceClassAction.com Or you may call 1-866-830-3636.

What are my rights?

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue PGAC yourself, you must exclude yourself from the settlement by **August 10, 2025**. If you stay in the settlement, you may object to it by **August 10, 2025**. Detailed instructions about how to act on these rights are available www.PGACInsuranceClassAction.com. The Court will hold a hearing on **September 4, 2025**, to consider whether to approve the settlement, a request for up to \$2,333,000 in attorneys' fees and

CLAIM ID: «CLAIMID» UNIQUE IDENTIFICATION NUMBER: «UNIQUEID»

expenses, and up to \$22,500 in service awards to the class representatives. You or your own lawyer may appear and speak at the hearing at your own expense.

For more information: 1-866-830-3636 or visit www.PGACInsuranceClassAction.com

EXHIBIT B

NO PRINT

LEGAL NOTICE

If Your Automobile Insurance with Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, or The General Automobile Insurance Company, Inc. Was Canceled, at Your Request or For Non-Payment of Premium, You Could Get Money from a \$7 Million Settlement.

PGAC Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 173100
Milwaukee, WI 53217

PRE-SORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
MILWAUKEE, WI
PERMIT 3780

Records show you were an insured of Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, or The General Automobile Insurance, Inc. (collectively “PGAC”). There is a proposed \$7 million settlement with PGAC in the class action lawsuit *Granger, et al. v. Permanent General Assurance Corporation*; No. 69-CV-2025-900003 in the Circuit Court of Barbour County, Alabama. There were four separate lawsuits filed in three different states, but they were consolidated into this lawsuit for this settlement. The lawsuits claim that PGAC breached its insurance contracts and was unjustly enriched when it did not properly refund unearned insurance premiums when customers voluntarily canceled their automobile insurance or when a customer’s automobile insurance was canceled for non-payment of premiums. PGAC denies the allegations against it and does not admit any wrongdoing.

<<Barcode>>
Postal Service: Please do not mark barcode
Claim ID#: <<CLAIM ID>>

<<ADDRESS BLOCK>>

<<BARCODE>>

PGAC CLASS ACTION SETTLEMENT CLAIM FORM

FILL OUT EACH SECTION OF THIS FORM AND SIGN WHERE INDICATED, CAREFULLY TEAR AT PERFORATION, AND MAIL. FORMS MUST BE POSTMARKED BY **OCTOBER 4, 2025**. YOU MAY ALSO COMPLETE YOUR CLAIM FORM ONLINE AT WWW.PGACINSURANCECLASSACTION.COM. If you do not include the required information or sign your claim form, your claim may be denied and you will not get a payment.

CLAIMANT IDENTIFICATION. COMPLETE THIS SECTION.

FULL LEGAL NAME (FIRST, LAST): _____

FULL LEGAL NAME AS IT APPEARED ON YOUR PERMANENT GENERAL INSURANCE POLICY (if different): _____

MAILING OR GARAGING ADDRESS ON YOUR PGAC INSURANCE POLICY:

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CURRENT STREET ADDRESS: _____

_____ CITY: _____ STATE: _____

ZIP CODE: _____

CONTACT PHONE #: (_____) _____ - _____ EMAIL ADDRESS: _____

Please provide a current, valid email address or mobile phone number on your claim form (if you have one). If the email address or mobile phone number you provide becomes invalid for any reason, it is your responsibility to provide updated contact information to the Settlement Administrator to receive your payment. When you receive the email and/or mobile phone text notifying you about your payment, you will be able to select from several digital payment options to immediately receive your payment. At that time, you will also have the option to request a paper check, but a paper check will take additional time to process.

CLAIM ID: «CLAIMID» UNIQUE IDENTIFICATION NUMBER: «UNIQUEID»

CERTIFICATION. To the best of my knowledge, I am a member of the Settlement Class and the information I provided is true and correct.

SIGNATURE: _____ DATE: ____/____/____

PRINT NAME: _____

NO PRINT

Who is included? Generally, you may be included if you voluntarily canceled your automobile insurance or your automobile insurance with PGAC was canceled for non-payment of premiums and you did not receive a proper refund during the Class Period. To determine the Class Period applicable to the State where your insurance policy was issued, please see Exhibit 5 to the Settlement Agreement.

What does the settlement provide? A Settlement Fund of \$7 million will pay money to eligible Class Members, notice and settlement administration costs, attorneys' fees and expenses, and class representative service awards.

How can I get a payment? To be eligible and considered for a potential payment, you must complete and return the attached claim form by mail (postmarked) or complete a claim form online at www.PGACInsuranceClassAction.com by **October 4, 2025**. The amount of your payment will depend on the number of claims filed, the cancellation fee you were charged, and your account balance at the time your policy was cancelled.

What are my rights? Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue PGAC yourself, you must exclude yourself from the settlement by **August 10, 2025**. If you stay in the settlement, you may object to it by **August 10, 2025**. Detailed instructions about how to act on these rights are available at www.PGACInsuranceClassAction.com. The Court will hold a hearing on **September 4, 2025**, to consider whether to approve the settlement and any request for attorneys' fees and expenses and service awards to the class representatives. You or your own lawyer may appear and speak at the hearing at your own expense.

For more information: 1-866-830-3636 or visit www.PGACInsuranceClassAction.com

PGAC CLASS ACTION
SETTLEMENT
C/O A.B. DATA
P.O. BOX 173100
MILWAUKEE, WI 53217-9904

EXHIBIT C

**NOTICE OF PERMANENT GENERAL ASSURANCE CORPORATION
CLASS ACTION SETTLEMENT**

Granger, et al. v. Permanent General Assurance Corporation, No. 69-CV-2025-900003
Circuit Court of Barbour County, Alabama

**A STATE COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.**

If Your Automobile Insurance with Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, or The General Automobile Insurance Company, Inc. Was Canceled, at Your Request or For Non-Payment of Premium, You Could Get Money from a \$7 Million Settlement.

- Five plaintiffs, in four separate lawsuits filed in three different states, sued Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, and The General Automobile Insurance Company, Inc. (collectively “PGAC”). The lawsuits claim that PGAC did not properly refund unearned insurance premiums when insureds’ automobile insurance policies were cancelled. PGAC denied and continues to deny the allegations against it.
- Rather than continuing to litigate the matter, the parties have reached a proposed settlement (“Proposed Settlement”). On **May 13, 2025** after more than four years of overall litigation brought by Class Counsel against PGAC, the parties reached a Proposed Settlement on behalf of a Settlement Class. This settlement was reached after multiple mediation sessions spanning more than ten months were held between the Parties.
- The Plaintiffs (also referred to as the Class Representatives) are Tashaundra Granger, Melisa Hamilton, Helen Rustin, Matthew K. Lancaster, and Berna Mason. All these plaintiffs and lawsuits have been consolidated into this action for purposes of settlement.
- Generally, you may be included if you are a citizen residing in the United States (except Florida), who, during the time periods set forth in Exhibit 5 of the Settlement Agreement (1) was insured under an automobile insurance policy sold or issued by PGAC containing the same or similar “Refund of Premium” provision under the policy’s “Cancellation and Non-Renewal” section as found in PGAC’s policies, (2) had your policy cancelled, and (3) paid a premium that was held by PGAC and still unearned on the effective date of cancellation.
- A \$7 million Settlement Fund will pay (1) money to eligible Settlement Class Members, (2) costs of notice and settlement administration, (3) any court-awarded attorneys’ fees and expenses, and (4) class representative service awards.

Your legal rights are affected whether you act or don’t act. The deadlines to exercise these rights are explained in this Notice. Please read carefully.

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
SUBMIT A CLAIM FORM	The only way to receive a settlement payment, to the extent that you are entitled to one, is to timely submit a valid claim form either online or through the U.S. Mail. The deadline to submit a claim form is October 4, 2025 .
OBJECT	Write to the Court about why you don't like the Proposed Settlement. The deadline to object to the Proposed Settlement is August 10, 2025 .
OPT OUT	Write to the Settlement Administrator about why you do not wish to be a part of the Settlement Class or Proposed Settlement. If you opt out, you will <u>not</u> be able to get a settlement payment. This is the only choice that allows you to ever be part of any other lawsuit against PGAC for the legal claims in this case.
DO NOTHING	If you do nothing, you will <u>not</u> receive a settlement payment. But you will still give up your right to sue PGAC about the legal claims in this case. To receive a settlement payment, you must submit a claim form.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Proposed Settlement. Settlement payments will be made to those who qualify if the Court approves the Proposed Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get a Notice?.....
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a Proposed Settlement?

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Proposed Settlement?.....
6. What if I'm still not sure if I am included?

THE SETTLEMENT BENEFITS – WHAT CAN YOU GET

7. What does the Proposed Settlement provide?
8. What can I get from the Proposed Settlement?.....

HOW YOU GET A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

9. How can I get a settlement payment?
10. How many Claim Forms should I submit if I have multiple policies?
11. Do I need to submit any documents or information with my Claim Form?
12. When would I get my settlement payment?
13. What claims are being released by Settlement Class Members?

IF YOU DO NOTHING

14. What happens if I do nothing at all?

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?
16. Should I get my own lawyer?
17. How will the lawyers be paid and will the Class Representatives receive service awards?

OPTING OUT OF THE CLASS ACTION

18. How do I “opt out” of or exclude myself from the Proposed Settlement?
19. If I opt out, can I still get a settlement payment?
20. If I don't opt out, can I sue PGAC for the same thing later?

OBJECTING TO THE PROPOSED SETTLEMENT

21. How do I tell the Court if I don't like the Proposed Settlement?
22. What is the difference between objecting and asking to be excluded?

THE COURT'S FAIRNESS HEARING

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

- 23. When and where will the Court decide whether to approve the Proposed Settlement?
- 24. Do I have to come to the Final Fairness Hearing?
- 25. May I speak at the Final Fairness Hearing?

OBTAINING ADDITIONAL INFORMATION.....

- 26. Are there more details about the Proposed Settlement?
- 27. How do I get more information?

BASIC INFORMATION

1. Why did I get a Notice?

PGAC's records indicate that you were insured under an automobile policy and you requested cancellation of the policy or your policy was canceled for non-payment of premiums at some point during the Class Period. To determine the Class Period applicable to the State where your insurance policy was issued, please see Exhibit 5 to the Settlement Agreement. Over more than four years, the Plaintiffs filed and heavily litigated a series of class action lawsuits in Alabama, Georgia, and California against PGAC related to allegations that it breached its insurance contracts by the practices complained of in this lawsuit.

The Parties have entered into a Proposed Settlement to resolve these cases, and the Court has ordered that you be sent this Notice because you have a right to know your options before the Court decides whether to finally approve the Proposed Settlement. If the Court finally approves it, PGAC will issue settlement payments to everyone in the Settlement Class who timely submits a valid claim, to the extent that they are owed a refund.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Burt Smithart, of the Circuit Court of Barbour County, Alabama, is currently overseeing this case. The case is known as *Granger, et al. v. Permanent General Assurance Corporation*, No. 69-CV-2025-900003. The people who sued, Tashaundra Granger, Melisa Hamilton, Helen Rustin, Matthew K. Lancaster, and Berna Mason, are called the "Plaintiffs" and are also called the "Class Representatives." PGAC is called the "Defendant."

2. What is the lawsuit about?

Plaintiffs claim that PGAC breached its insurance contracts when it did not properly refund unearned premiums when customers voluntarily canceled their automobile insurance or when customers' automobile insurance was canceled for non-payment of premiums. The Court has not decided if Plaintiffs are correct, and PGAC denied and continues to deny the allegations against it. The parties have reached a Settlement Agreement that provides for a Proposed Settlement.

3. Why is this a class action?

In a class action lawsuit, one or more people, called the "Plaintiffs" or "Class Representatives," sue on behalf of themselves and a larger group of people who have similar claims against the defendant. Together, all of these people are called "Class Members" or the "Class." In a class action, one court resolves the specific issues in dispute for all Class Members, except those who exclude themselves from the Class.

More information about why the Court is allowing this lawsuit to be a class action for settlement purposes is in the Court's Preliminary Approval Order, which is available at: www.PGACInsuranceClassAction.com.

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

4. Why is there a Proposed Settlement?

The Court has not decided in favor of either side, and PGAC denied and continues to deny the allegations against it. Instead, the parties have reached a Settlement Agreement that provides for a Proposed Settlement. By agreeing to the Proposed Settlement, they avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this Notice, to the extent they qualify. In return, PGAC gets a general release of all claims against it about the cancellation refunds that were made or could have been made in the lawsuit. The Proposed Settlement does not mean that any law was broken or that PGAC did anything wrong. The parties believe that the Proposed Settlement is in the best interests of everyone affected.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Proposed Settlement?

The Settlement Class includes:

All citizens residing in the United States (except Florida), who, within the Class Period, were (1) insured under an Automobile Insurance Policy sold or issued by PGAC containing the same or similar “Refund of Premium” provision under the policy’s “Cancellation and Non-Renewal” section as found in PGAC’s policies, and who (2) had their policies cancelled, and who (3) had paid a premium that was held by PGAC and still unearned on the effective date of cancellation.

Settlement Class Members will be identified exclusively based on information in PGAC’s own records.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for PGAC and the immediate family members of such persons; (2) employees of PGAC; (3) any members of the judiciary assigned to the Action and their staff; (4) the Parties’ counsel in the Action; (5) any persons whose claims which have already been fully paid or resolved, whether by direct payment, appraisal, arbitration, settlement, release, judgment, or other means; and (6) anyone who opts out from the Settlement Class.

If you received notice about the Proposed Settlement by email or postcard, then you may be a member of the Settlement Class based upon PGAC’s records. To determine the Class Period applicable to the State where your insurance policy was issued, please see Exhibit 5 to the Settlement Agreement.

6. What if I’m still not sure if I am included?

If you still are not sure whether you are a Settlement Class Member, you can get additional information at www.PGACInsuranceClassAction.com or free assistance by calling the Settlement Administrator appointed by the Court at 1-866-830-3636 (toll-free).

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

THE SETTLEMENT BENEFITS — WHAT YOU CAN GET

7. What does the Proposed Settlement provide?

Based on the terms of the Proposed Settlement, PGAC will provide compensation only to those Settlement Class Members who submit complete, timely, and valid claims. A \$7,000,000 Settlement Fund was established. The Settlement Fund will be used to pay timely and valid claims, notice and settlement administration costs, and any court-awarded attorneys' fees and expenses and class representative service awards.

8. What can I get from the Proposed Settlement?

Settlement Class Members who submit a complete, valid, and timely Claim Form will receive a proportional (or *pro rata*) share of the Settlement Fund, after attorney's fees and expenses, service awards, and other Court-approved notice and administration costs are paid out of the Settlement Fund, up to the Maximum Claim Amount, which will be calculated as follows:

PGAC will pay the difference between (a) the amount of cancellation fee PGAC charged the Settlement Class Member and retained and (b) ten percent (10%) of the Settlement Class Member's credit balance at the time of cancellation. For ease of administration and to assist in the calculations of individual claims, the parties agree they will use a spreadsheet (copies of which will be exchanged and maintained confidentially by Defendant's counsel and Class Counsel), which includes the calculated Maximum Claim Amount. The calculations in this spreadsheet will determine the amounts Settlement Class Members are eligible to receive on a *pro rata* basis from the Settlement Fund. However, in the cases in which a Settlement Class Member still owes a balance to PGAC (even after the refund is applied) or the amount of the refund equals the balance still owed to PGAC, the Settlement Class Member will not receive a payment from the Settlement Fund. Any amounts remaining in the Settlement Fund after all distributions are made will revert back to PGAC.

If premium refunds were previously paid to a Settlement Class Member in an amount less than the Maximum Claim Payment, PGAC will pay the difference between what was already paid and the amounts stated above. To the extent PGAC already paid an amount equaling or exceeding the Maximum Claim Payment, the payment or overpayment shall be offset against the Maximum Claim Payment amount. Settlement Class Members will not be required to refund any money to PGAC.

HOW YOU GET A SETTLEMENT PAYMENT — SUBMITTING A CLAIM FORM

9. How can I get a settlement payment?

To qualify for a settlement payment, you must submit a completed and signed Claim Form by **October 4, 2025**. You can submit the claim form in two ways: First, you can electronically file your Claim Form at www.PGACInsuranceClassAction.com by following the instructions on the website. Second, you may choose to fill out your Claim Form completely and mail it to the Settlement Administrator at PGAC Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 173100, Milwaukee,

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

WI 53217. Claim Forms sent by U.S. Mail must be postmarked by **October 4, 2025**. Mailed Claim Forms that are not postmarked or are postmarked after that date will not be considered for payment. Claim Forms submitted electronically through the settlement website must be submitted by 12:00 a.m. (midnight) Eastern Standard Time on **October 4, 2025**.

To receive instructions on submitting a Claim Form, please contact the Settlement Administrator at 1-866-830-3636, visit www.PGACInsuranceClassAction.com, or email info@PGACInsuranceClassAction.com.

10. How many Claim Forms should I submit if I have multiple policies?

Submit only one claim form, even if you had multiple policies with PGAC.

11. Do I need to submit any documents or information with my Claim Form?

You do not need to submit any documentation with your Claim Form. The Claim Form is simple to complete and tells you exactly what information you need to submit. Make sure you follow all the instructions on the Claim Form. If you need any assistance completing the Claim Form or have any questions, please call 1-866-830-3636 or write the Settlement Administrator at info@PGACInsuranceClassAction.com or PGAC Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 173100, Milwaukee, WI 53217.

12. When would I get my settlement payment?

The Court will hold a Final Fairness Hearing on **September 4, 2025 at 11:00 a.m. Central Time** to decide whether to finally approve the Proposed Settlement. If approved, settlement payments could begin within 95 days after the Court approves the Proposed Settlement. However, if any Settlement Class Member objects or appeals, settlement payments could be delayed, possibly for more than a year, while these issues are resolved. Updates will be provided online at www.PGACInsuranceClassAction.com.

13. What claims are being released by Settlement Class Members?

If the Proposed Settlement becomes final, you can't sue or be part of any other lawsuit against PGAC (or the "Released Persons") about the legal issues in this case.

Under the Proposed Settlement, "Released Claims" means: any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys' fees, interest, expenses, costs, and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

and common law bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against PGAC, including without limitation those which have been or could have been asserted in the Action, arising out of or relating to the claims certified by the Court in this Action and covered by this Settlement during the Class Period.

Under the Settlement, the “Released Persons” means: PGAC, a wholly owned subsidiary of Permanent General Companies, Inc., under the ultimate control of parent company American Family Mutual Holding Company, and Sentry Insurance Company, and their predecessors, successors, parent companies, agents, subsidiaries, divisions, affiliates, and assigns; its present and former officers, directors, employees, insurers, attorneys, and assigns; and/or anyone acting or purporting to act for them or on their behalf.

Unless you exclude yourself, all the Court’s decisions will bind you. The Settlement Agreement is available at www.PGACInsuranceClassAction.com.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you’ll get no money from the Proposed Settlement, and you will release all claims against PGAC (or “Released Persons”) about the legal issues in this case, as discussed above. You will be bound by the Court’s decisions.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers to represent all the members of the Settlement Class:

Robert G. Methvin, Jr. rgm@mtattorneys.com James M. Terrell jterrell@mtattorneys.com Courtney C. Gipson cgipson@mtattorneys.com METHVIN, TERRELL, YANCEY, STEPHENS & MILLER, P.C. The Highland Building 2201 Arlington Ave. S Birmingham, AL 35205 Telephone: (205) 939-0199 Facsimile: (205) 939-0399	R. Brent Irby IRBY LAW, LLC brent@irbylaw.net 2201 Arlington Ave. S Birmingham, AL 35205 Telephone: (205) 936-8281
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These lawyers are called Class Counsel. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you in this case if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid and will the Class Representatives receive service awards?

Under the terms of the Proposed Settlement, the lawyers and Class Representatives can ask the Court to award attorneys' fees and reimbursement of costs and litigation expenses up to \$2,333,000 and service awards to the Class Representatives up to \$22,500 total. Any Court-approved attorneys' fees and expenses and service awards would be paid out of the Settlement Fund.

These awards are to compensate and reimburse the multiple law firms that have litigated the cases for more than four years, resulting in this Proposed Settlement. Four separate statewide class actions were filed and litigated by Class Counsel prior to reaching this Proposed Settlement. These law firms spent a great deal of attorney time and resources pursuing this case on behalf of the Classes and Settlement Class. This work included extensive motion practice, prevailing on appeal on a dispositive motion, and negotiating the Proposed Settlement. The service awards are intended to compensate the Class Representatives for their time, dedication, and effort in pursuing this action on behalf of the Classes and Settlement Class.

OPTING OUT OF THE CLASS ACTION

If you don't want a settlement payment from the Proposed Settlement, but you want to keep the right to sue or continue to sue PGAC on your own about the legal claims in this case, you must take steps to get out of the Settlement Class (and the Proposed Settlement). This is called excluding yourself – or it is sometimes referred to as “opting out” of the Settlement Class.

18. How do I “opt out” of or exclude myself from the Proposed Settlement?

You have an opportunity to exclude yourself from or “opt out” of the Settlement Class and the Proposed Settlement. To exclude yourself from the Settlement Class, you must write to the Settlement Administrator by **August 10, 2025**. Your exclusion request letter must include:

1. Your first and last name;
2. The unique ID code from your notice (if you have one);
3. A statement that you want to “opt out” of or exclude yourself from the Settlement Class in *Granger, et al. v. Permanent General Assurance Corporation*, No. 69-CV-2025-900003; and
4. Your signature (you must personally sign the letter).

Your written exclusion request letter must be postmarked by **August 10, 2025**. Mail your letter to:

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

PGAC Class Action Settlement

EXCLUSIONS

c/o A.B. Data, Ltd.

P.O. Box 173001

Milwaukee, WI 53217

You cannot opt out or exclude yourself by writing to the Clerk of the Court, the Court, or any person other than the Settlement Administrator. If you do not follow the instructions above OR do not send your exclusion request letter to the Settlement Administrator postmarked by **August 10, 2025**, you will stay in the Settlement Class.

19. If I opt out, can I still get a settlement payment?

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

20. If I don't opt out, can I sue PGAC for the same thing later?

No. If the Court approves the Proposed Settlement and you do not opt out from the Settlement Class (and the Proposed Settlement), you give up (or "release") all claims made in this lawsuit.

OBJECTING TO THE PROPOSED SETTLEMENT

21. How do I tell the Court if I don't like the Proposed Settlement?

If you're a Settlement Class Member and do not opt out, you may object to any part of the Proposed Settlement, and the Court will consider your views.

You must submit any objection in writing and must provide evidence of your membership in the Settlement Class.

1. To object, you must file your objection with the Court and send copies to the other two addresses listed below received by **August 10, 2025**. Your objection *must* include:
 - (a) a caption or title that identifies it as "Objection to Class Settlement in *Granger, et al. v. Permanent General Assurance Corporation*, 69-CV-2025-90003;"
 - (b) your full name, signature, home address, and telephone number, or other information sufficient to identify the Settlement Class Member;
 - (c) a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;
 - (d) certification that you are a member of the Settlement Class;
 - (e) a statement of each objection(s) asserted;

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

- (f) a detailed description of the basis and facts underlying and supporting each objection;
- (g) a detailed description of the legal authorities, if any, underlying and supporting each objection;
- (h) copies of exhibits and/or affidavits, if any, you may offer during the hearing;
- (i) a list of all witnesses, if any, you may call to testify at the hearing, along with a summary of each witness's anticipated testimony;
- (j) the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection;
- (k) the last four digits of your policy number(s) for your automobile policies with PGAC; and
- (l) disclosure of any other class action settlements to which you or any of your agents or representatives, successors, or predecessors have objected, including disclosing the number of times you have objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing you in each prior objection, and a copy of any orders related to any prior objections.

The procedures for submitting written objections are set out below. **Your written objection (and any supporting documents) must be filed with the Clerk of Court and mailed to the two other addresses below, so it is received no later than August 10, 2025:**

Clerk of Court
Circuit Court of Barbour
County, Alabama
 405 East Barbour Street, Suite
 A119
 Eufaula, AL 36027

Hunter Eley
DOLL AMIR & ELEY, LLP
 515 S. Flower Street, Suite 1812
 Los Angeles, CA 90071

Robert G. Methvin, Jr.
 James M. Terrell
 Courtney C. Gipson
METHVIN, TERRELL,
YANCEY, STEPHENS &
MILLER, P.C.
 The Highland Building
 2201 Arlington Ave. S
 Birmingham, AL 35205

If you hire an attorney in connection with your objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. **The notice of appearance must be filed with the Court and received by the three addressees above no later than August 10, 2025.** If you do hire your own attorney, you will be responsible for paying all the fees and expenses that attorney incurs on your behalf.

If you do not file an objection as described above, you will be deemed to have waived any and all objections to the Proposed Settlement, will be bound by the Court's decisions in this lawsuit, and will release the claims as defined in the Settlement Agreement (available at www.PGACInsuranceClassAction.com).

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Proposed Settlement. You can only object if you stay in the Settlement Class. If you object to the Proposed Settlement, you are still a Settlement Class Member.

Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class or the Proposed Settlement. If you exclude yourself, you have no basis to object because the Proposed Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing at 11:00 a.m. Central Time on September 4, 2025, in Courtroom 119, at the **Barbour County Courthouse – Eufaula Division**, 405 East Barbour Street, Eufaula, AL 36027. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.PGACInsuranceClassAction.com for updates.

At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. **You are not required to attend the hearing but may do so if you wish.** If there are objections, the Court will consider them at that time. The Court will listen to people who have made a prior written request to speak at the hearing. The Court will also decide whether to pay Class Counsel the amount they are requesting for attorneys' fees and expenses and service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

24. Do I have to come to the Final Fairness Hearing?

No. You are not required to attend the Final Fairness Hearing. Class Counsel will answer questions the Court may have at the Final Fairness Hearing. But you are welcome to come at your own expense.

If you send an objection, you don't have to come to Court to talk about it. Lack of attendance at the Final Fairness Hearing will not prevent the Court from considering your objection as long as you filed your written objection on time. You may also pay your own lawyer to attend, but it is not necessary.

25. May I speak at the Final Fairness Hearing?

Yes. If you make a written objection to the Settlement as set out above, you may request to speak - either in person or through an attorney hired at your own expense - at the Final Fairness Hearing. If you (or your attorney) intend to speak at the Final Fairness Hearing, you must file with the Court and serve on the parties identified above (in Question 21) a notice of intent to appear, and your attorney (if you hire one) must file a notice of appearance with the Clerk of Court. Again, the notice of intent

Questions? 1-866-830-3636 or visit www.PGACInsuranceClassAction.com.

to appear must be filed with the Court, and received by the parties above, no later than **August 10, 2025**.

OBTAINING ADDITIONAL INFORMATION

26. Are there more details about the Proposed Settlement?

This Notice is just a summary, and you are entitled, if you wish, to read the entire Settlement Agreement. The Settlement Agreement and some other documents filed in this lawsuit can be found online at www.PGACInsuranceClassAction.com.

27. How do I get more information?

You can call or write to the Settlement Administrator at 1-866-830-3636, PGAC Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 173100, Milwaukee, WI 53217, or info@PGACInsuranceClassAction.com. You can also visit the website at www.PGACInsuranceClassAction.com, where you will find answers to some common questions.

Please **do not** contact the Court or Clerk of Court with any questions regarding this case.



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
EUFULA DIVISION**

GRANGER TASHAUNDRA,
HAMILTON MELISA,
RUSTIN HELEN,
LANCASTER MATTHEW K. ET AL,
Plaintiffs,

V.

PERMANENT GENERAL ASSURANCE
CORP.,
PERMANENT GENERAL ASSURANCE
CORP. OF OHIO,
THE GENERAL AUTOMOBILE INSURANCE
COMPANY, INC.,
Defendants.

) Case No.: CV-2025-900003.00

**FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT AND
DISMISSING CLASS ACTION CLAIMS WITH PREJUDICE**

THIS CAUSE came before the Court on September 4, 2025, for a duly noticed Final Approval Hearing pursuant to Alabama Rule of Civil Procedure 23. The Court, having considered the record and the arguments of counsel and being otherwise advised in the premises, states:

WHEREAS, the Plaintiffs and the Defendants have entered into a Class Action Settlement Agreement and Release (“Settlement Agreement”) filed with this Court on May 19, 2025 [Doc. 6], together with related documents attached as Exhibits; and

WHEREAS, the Court entered an Order Preliminarily Approving Class Action Settlement on June 11, 2025 [Doc. 24] (the “Preliminary Approval Order”), certifying a class in this action for settlement purposes only, preliminarily approving the proposed Settlement, ordering notice to potential class members, providing those persons with an opportunity either to

exclude themselves from the Settlement, Class or to object to the proposed settlement, and scheduling a Final Approval Hearing; and

WHEREAS, the Court held a duly noticed Final Approval Hearing on September 4, 2025 to determine whether to finally approve the proposed Settlement; and

WHEREAS, the Parties have complied with the Preliminary Approval Order and the Court finds that the Settlement Agreement is fair, adequate, and reasonable, and that it should be finally approved.

NOW THEREFORE, based on the submissions of the Parties and Settlement Class Members, any objections, any testimony adduced at the Final Approval Hearing, the pleadings on file, and the argument of counsel, the Court hereby finds, and it is hereby

ORDERED and ADJUDGED, as follows:

1. Incorporation of Defined Terms. Except where otherwise noted, all capitalized terms used in this Final Order and Judgment and in the Release attached hereto as Appendix “A” shall have the meanings as set forth in the Definitions Section of the Parties’ Settlement Agreement.

2. Jurisdiction. The Court has personal jurisdiction over all Settlement Class Members and has subject matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the proposed Settlement, to grant final certification of the Settlement Class, to settle and release all claims arising out of the transactions alleged in the Actions or the Released Claims, and to dismiss the claims in this Action on the merits and with prejudice.

3. Final Class Certification. The Settlement Class that this Court previously certified in its Preliminary Approval Order is hereby finally certified for settlement purposes only under Alabama Rule of Civil Procedure 23(b)(3). The Court adopts and incorporates its class certification findings as set forth in its Preliminary Approval Order. Specifically, the Court finds that the requirements of Ala. R. Civ. P. 23(a)(1)-4) and (b)(3) are satisfied as follows: (a) the numerosity requirement is satisfied as the parties stipulated in the joint motion that there are well

in excess of 356,000 members of the Settlement Class; (b) the requirements of commonality exist because the predominant common questions are whether Defendants breached their standard, form insurance contracts or charged an unlawful penalty for cancellation; (c) the claims of the Class Representatives are typical of the claims of the above-described Settlement Class, because each Class Representative had a canceled insurance policy during the applicable Class Period that was calculated using the same short-rate method and the Class Representatives' claims are based on and arise out of the same or similar facts applicable to all members of the Settlement Class; (d) the Class Representatives are adequate representatives because they have fairly represented the Settlement Class and Class Counsel has adequately and competently represented the Settlement Class; (e) the common breach of contract claims asserted on behalf of the Settlement Class predominate over any individual claims; (f) the settlement of these claims in a class action is superior to individual litigation of these claims and (g) there are no manageability concerns present here.

4. The Settlement Class consists of:

All citizens residing in the United States (except Florida), who, within the Class Period, were (1) insured under an Automobile Insurance Policy sold or issued by PGAC containing the same or similar "Refund of Premium" provision under the policy's "Cancellation and Non-Renewal" section as found in PGAC's policies, and who (2) had their policies cancelled, and who (3) had paid a premium that was held by PGAC and still unearned on the effective date of cancellation.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for PGAC and the immediate family members of such persons; (2) employees of PGAC; (3) any members of the judiciary assigned to the Action and their staff; (4) the Parties' counsel in the Action; and (5) any persons whose claims which have already been fully paid or resolved, whether by direct payment, appraisal, arbitration, settlement, release, judgment, or other means.

5. Adequacy of Representation. The Court finds that Class Counsel and Plaintiffs have fully and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and have satisfied the requirements of Alabama Rule of Civil Procedure 23(a)(4).

6. Class Notice. The Court finds that the content and distribution of the Class Notice was in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order, and as explained in the declarations filed at or before the Final Approval Hearing:

- a. constituted the best practicable notice to Settlement Class Members under the circumstances of this Action;
- b. were reasonably calculated, under the circumstances, to apprise Settlement Class Members of: (i) the pendency of this class action; (ii) their right to exclude themselves from the Settlement Class and the proposed Settlement; (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Plaintiffs or Class Counsel, the award of attorneys' fees and expenses to Class Counsel); (iv) their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) if they did not exclude themselves from the Settlement Class; and (v) the binding effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all persons or entities who do not request exclusion from the Settlement Class;
- c. were reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with notice; and
- d. fully satisfied the requirements of the United States Constitution, the Alabama Constitution, the Alabama Rules of Civil Procedure, and any other applicable rules or law.

The Court adopts and incorporates herein the Declaration of Eric J. Miller on behalf of the Settlement Administrator outlining that (i) the Settlement Class Members were sent email and/or

direct mail notices of the Settlement and are therefore bound by this Final Order and Judgment and (ii) the Settlement Administrator received zero exclusion requests.

7. Settlement Website Notice. The Court finds that the content of the publicly available Settlement Website complied with the Preliminary Approval Order and provided additional notice and information regarding the Settlement consistent with the notice program.

8. Opt-Outs. The Declaration of Eric J. Miller on behalf of the Settlement Administrator, A.B. Data, Ltd., provides that no Opt Out requests were timely received by the Settlement Administrator.

9. Objections. No objections to the Settlement were filed by any class members.

10. Final Settlement Approval. The terms and provisions of the Settlement Agreement, including all amendments and exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, Plaintiffs and the Settlement Class Members, and in full compliance with all applicable requirements of the Alabama Rules of Civil Procedure and any other applicable rules or law. The Court finds that the Settlement was consummated at arm's length with the assistance of mediator Allen Schreiber, who is highly experienced in complex and class action litigation, and after each Party had thoroughly investigated and litigated its position in the case.

relief requested in the applicable complaint, and provides Settlement Class Members with a simple claims process. The Court further notes that no objections to class certification or the Settlement are pending as of the Final Approval. The Parties and Settlement Class Members are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions. The Settlement Administrator is hereby directed to administer the Settlement in accordance with the terms and provisions of the Settlement Agreement.

11. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on Plaintiffs and all other Settlement Class Members, as well as their heirs, representatives, executors and administrators, successors and assigns, and those terms shall have *res judicata* and full preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this Action or are otherwise encompassed by the Release described in the next paragraph of this Final Order and Judgment.

12. Release. Upon entry of this Final Order and Judgment, the Release contained in the Settlement Agreement and reproduced hereto as Appendix “A” shall be valid, binding and effective.

13. Bar to Asserting Released Claims. Upon entry of this Final Order and Judgment, the Plaintiffs and all Settlement Class Members who have not been recognized by the Court as Opt Outs, whether or not they submit a Settlement Claim Form within the time and in the manner provided for and whether or not they acknowledge receipt of Class Notice, are hereby permanently barred from asserting any Released Claims against the Released Persons, and Plaintiffs and the Settlement Class Members shall have released any and all Released Claims against the Released Persons.

14. Permanent Injunction. All Settlement Class Members who have not been recognized by the Court as validly excluded from the Settlement Class as Opt Outs are hereby permanently barred and enjoined from: (i) filing, commencing, prosecuting, continuing to prosecute, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative,

regulatory or other proceeding or order in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims; (ii) organizing or soliciting the participation of any Settlement Class Members in a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit or other proceeding based on the Released Claims; and (iii) assigning to any other person the Released Claims under this Final Order and Judgment. The Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's jurisdiction over the Action and to protect and effectuate the Court's Final Order and Judgment. In the event any Settlement Class Member who has not been recognized by the Court as validly excluded from the Settlement Class as an Opt Out serves upon PGAC a notice of intent to initiate litigation or a lawsuit asserting Released Claims, PGAC shall advise the Settlement Class Member of this permanent injunction and the Released Claims described herein and in the Release attached hereto as Appendix "A".

15. Enforcement of Settlement. Nothing in this Final Order and Judgment or any order entered in connection herewith shall preclude any action to enforce the terms of this Final Order and Judgment or the Settlement Agreement.

16. Attorneys' Fees, Expenses and Class Representative Incentive Awards. The Court finds that Plaintiffs' Motion for Award of Attorneys' Fees and Expenses Related to Class Settlement (Doc. 29) is well-taken and should be granted. This Class Settlement is valued at \$7,000,000.00. Ordinarily, in class action cases such as this, plaintiff's counsel is entitled to a fee ranging from twenty (20%) to fifty (50%) of the recovery. *See Edelman & Combs v. Law*, 663 So.2d 957, 960 (Ala. 1995). Here, the requested award of \$2,333,000.00 (which includes

reimbursement of litigation expenses as well as attorney's fees) represents one-third of the recovery. Based upon information submitted by Class Counsel and reviewed by the Court, Class Counsel also spent more than one thousand hours litigating this matter. Class Counsel's motion for an award of attorneys' fees and expenses was filed fourteen (14) days prior to the objection deadline. No objections to Class Counsel's request for an award of attorneys' fees and expenses in the amount of \$2,333,000 was received by the Court or the parties.

Under Alabama law, Class Counsel's fee and expense request is fair and reasonable. There is no question of the skill and expertise of Class Counsel. They undertook representation of Plaintiffs with the full understanding that in the absence of settlement or prevailing at trial, they would not receive a fee. Significant risk was involved. The results Class Counsel have obtained are significant, and the fee they seek is commensurate and reasonable given their skill, the risk they undertook, the time they expended and the relief to the class. Therefore, the Court awards attorneys' fees and expenses to Methvin, Terrell, Yancey, Stephens & Miller, P.C. and Lyons Irby, P.C. in the amount of \$2,333,000.00.

Additionally, Class Counsel requests that a service award in the amount of \$4,500 should be awarded to each Class Representative for their efforts in bringing this action and securing this Settlement on behalf of the Class. There were no objections filed to the request for service awards totaling \$22,500 in the aggregate. The Court finds that the requested service awards of \$4,500 to each of the five named Class Representatives are fair and reasonable and are hereby awarded. PGAC shall fulfill their payment obligation and make payment of the foregoing amounts awarded for attorney's fees, expenses and class representative service awards in accordance with the terms of the Settlement Agreement.

17. No Other Payments. Paragraph 16 of this Final Order and Judgment covers and shall be PGAC's sole obligation for any and all claims for attorneys' fees and expenses, costs, or disbursements to be paid to Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or incurred by Plaintiffs or the Settlement Class Members, or any of them, in connection with or related in any manner to the Actions, the Settlement of the Actions, the administration of such Settlement, and/or the Released Claims except to the extent otherwise specified in this Final Order and Judgment and the Settlement Agreement.

18. No Admissions. Neither this Final Order and Judgment, nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to negotiate, effectuate and implement the Settlement Agreement) is, may be construed as, or may be used as an admission or concession by or against any Party hereto as to the validity or invalidity of any claim or defense, or of any actual or potential fault or liability, or of any lack of fault or liability. Additionally, neither the Settlement Agreement nor any negotiations, actions, or proceedings related to it, shall be offered or received in evidence in any action or proceeding against any party hereto or PGAC in any court, administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions of this Final Order and Judgment and the Settlement Agreement; provided, however, that this Final Order and Judgment and the Settlement Agreement may be filed and used in any action, arbitration or other proceeding against or by PGAC to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

19. No Representations Regarding Taxes. The Court finds that the Parties and their counsel have expressed no opinions concerning the tax consequences of the Settlement to

Settlement Class Members and have made no representations, warranties or other assurances regarding any such tax consequences. No opinions, representations, warranties, or other assurances shall be deemed to have been made by the Parties or their counsel with respect to any such tax consequences by virtue of the Settlement Agreement or by effectuating the Settlement, and the Parties and their counsel shall not be responsible or liable for any such tax consequences that may occur.

20. Dismissal of Claims. The claims asserted in the Action, including all claims alleged therein and those identified as Released Claims, are hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class Members, without fees or costs to any Persons except as specifically provided in this Final Order and Judgment.

21. Retention of Jurisdiction. Without affecting the finality of this Final Order and Judgment, the Court shall have exclusive and continuing jurisdiction over the implementation, interpretation, execution, and enforcement of the Settlement Agreement; of any orders and this Final Order and Judgment entered by the Court; of any questions regarding membership or exclusion from the Settlement Class and/or of the conduct or the policies and procedures described herein, with respect to all Parties hereto and all beneficiaries hereof, including all Settlement Class Members.

Accordingly, Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Motion for an Award of Attorneys' Fees and Expenses Related to Class Settlement are **GRANTED and FINAL JUDGMENT ENTERED**, and the clerk is directed to enter this Final Judgment and close the case.

PROPOSED ORDER

APPENDIX “A”

Plaintiffs, on behalf of the Releasing Persons, hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Persons of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against the Released Persons, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

Upon entry of the Final Order and Judgment, Plaintiffs, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, will be bound by the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged all Released Persons from all Released Claims.

“Released Persons” means PGAC, a wholly owned subsidiary of Permanent General Companies, Inc., under the ultimate control of parent company American Family Mutual Holding Company, and Sentry Insurance Company, and their predecessors, successors, parent companies, agents, subsidiaries, divisions, affiliates, and assigns; its present and former officers,

directors, employees, insurers, attorneys, and assigns; and/or anyone acting or purporting to act for them or on their behalf.

“Releasing Persons” means: (a) Plaintiffs; and (b) Settlement Class Members who do not otherwise timely opt-out of the Settlement Class (whether or not such members submit claims) and their respective present, former or subsequent assigns, heirs, successors, attorneys, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, employees and anyone working on their behalf.

“Released Claims” means any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys’ fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory and common law bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against PGAC, including without limitation those which have been or could have been asserted in the Action, arising out of or relating to the claims certified by the Court in this Action and covered by this Settlement during the Class Period.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement.

DONE this[To be filled by the Judge].

/s/[To be filled by the Judge]

CIRCUIT JUDGE