



AlaFile E-Notice

69-CV-2025-900003.00

Judge: HON. BURT SMITHART

To: TERRELL JAMES MICHAEL
jterrell@mmlaw.net

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

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

A court action was entered in the above case on 9/4/2025 2:09:57 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: LBS
Notice Date: 9/4/2025 2:09:57 PM

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

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

GRANGER TASHAUNDRA,)	
HAMILTON MELISA,)	
RUSTIN HELEN,)	
LANCASTER MATTHEW K. ET)	
AL,)	
Plaintiffs,)	
)	
V.)	Case No.: CV-2025-900003.00
)	
PERMANENT GENERAL)	
ASSURANCE CORP.,)	
PERMANENT GENERAL)	
ASSURANCE CORP. OF OHIO,)	
THE GENERAL AUTOMOBILE)	
INSURANCE COMPANY, INC.,)	
Defendants.)	

**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 canceled, 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.

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 4th day of September, 2025.

/s/ BURT SMITHART
CIRCUIT JUDGE
