

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Tashaundra Granger, et al. v. Permanent General Assurance Corp., et al.
(Case No. 69-CV-2025-900003)
(Circuit Court of Barbour County, Alabama)

TABLE OF CONTENTS

	Page
EXHIBITS	ii
RECITALS	1
I. DEFINITIONS.....	3
II. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS	7
III. CLASS NOTICE	10
IV. SETTLEMENT ADMINISTRATOR.....	11
V. CLAIMS PAYMENTS	11
VI. CLAIM SUBMISSIONS	12
VII. CLAIMS ADMINISTRATION.....	13
VIII. ATTORNEYS' FEES AND COSTS AWARD	14
IX. FINAL APPROVAL OF THE PROPOSED SETTLEMENT	15
X. REQUESTS FOR EXCLUSION AND OBJECTIONS	17
XI. DENIAL OF LIABILITY	19
XIII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS	20
XIV. RETENTION AND CONFIDENTIALITY OF RECORDS	20
XV. MISCELLANEOUS PROVISIONS.....	21

EXHIBITS

1. Proposed Preliminary Approval Order
2. E-Mail Notice, including Claim Form
3. Mail Notice (when email address does not exist or is invalid)
4. Long-Form Notice (for Settlement Website)
5. List defining the “Class Period” by Jurisdiction

This Class Action Settlement Agreement and Release (“Agreement”) is entered into pursuant to Alabama Rule of Civil Procedure 23. For the purposes of this Agreement, “Defendant” or “PGAC” refers to Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio and The General Automobile Insurance, Inc. “Granger” refers to Plaintiff Tashaundra Granger, “Hamilton” refers to Plaintiff Melisa Hamilton, “Rustin” refers to Plaintiff Helen Rustin, “Lancaster” refers to Plaintiff Matthew K. Lancaster and “Mason” refers to Plaintiff Berna Mason. Granger, Hamilton, Rustin, Lancaster and Mason are referred to collectively herein as “Plaintiffs” or “Settlement Class Representatives.” The “Parties” refers, collectively, to PGAC and Plaintiffs.

This Agreement effects a full and final settlement and dismissal with prejudice of all of the Released Claims against all Released Persons relating to the following matters: *Lancaster v. Permanent General Assurance Corp.* (Case No. 34-2022-00319644-CU-BC-GDS) (Superior Court of Sacramento County, California), *Mason v. Permanent General Assurance Corp., et al.* (Case No. 20-SCCV-091602) (Circuit Court of Bibb County, Georgia) and *Granger, et al. v. Permanent General Assurance Corp., et al.* (Case No. 69-CV-2025-900003) (Circuit Court of Barbour County, Alabama) (the “Actions”).

RECITALS

WHEREAS, Plaintiffs Tashaundra Granger and Melisa Hamilton filed a nationwide class action against Permanent General Assurance Corp., Permanent General Assurance Corp. of Ohio, and The General Automobile Insurance Co. in the Circuit Court of Barbour County, Alabama, case number 69-CV-2025-900003. Plaintiffs contend that PGAC’s 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. PGAC denies

Plaintiffs' allegations and denies that it has breached contracts with insureds or assessed or collected an unlawful penalty of any kind.;

WHEREAS, 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;

WHEREAS, 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 (Class Counsel here) presented and discussed forthcoming statewide class actions in additional states by insureds who had retained 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 in *Lancaster* 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;

WHEREAS, following additional conferences, in May 2024 the parties in *Lancaster* agreed to mediate going forward with Allen Schrieber of Schreiber ADR in Birmingham, Alabama, and scheduled a mediation with Mr. Schrieber for September 10, 2024. In order to allow the parties to determine the possibility of a class settlement arising from the September 10th mediation that could potentially resolve the claims in the pending cases and any future cases, the parties agreed to stay pending and future litigation;

WHEREAS, although the September 10, 2024 mediation with Allen Schreiber did not result in a settlement, counsel agreed to continue the mediation with Allen Schreiber with a second, full-day mediation session conducted on October 22, 2024;

WHEREAS, following a full-day of mediation, the October 22, 2024 mediation session resulted in a resolution of all related litigation surrounding PGAC's "short rate cancel fee," including the claims asserted in this action, in the related and pending actions, and of future actions;

WHEREAS, Plaintiffs and Class Counsel, while believing that the claims asserted in the actions are meritorious, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation, the risk associated with potential appeals on the same or similar issues, the relief secured in this Agreement, as well as the likelihood of success of the litigation and believe that, in consideration of all the circumstances, the proposed Settlement embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members;

WHEREAS, Defendants, while denying any wrongdoing of any kind and without admitting liability, nevertheless agree to effectuate a full and final settlement of the claims asserted in the litigation on the terms set forth below in an effort to avoid the burdens, risks, and extensive costs associated with the litigation;

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties that the litigation be settled and compromised by Plaintiffs, the Settlement Class (defined below), and PGAC on the following terms and conditions, subject to the approval of the Court after hearing:

I. DEFINITIONS

The following terms shall be defined as set forth below:

1. "Attorneys' Fee Award" means the Court-determined award of attorneys' fees, costs, and expenses to Class Counsel.

2. “Automobile Insurance Policy” means a policy of automobile insurance issued by PGAC in effect during the Class Period.
3. “Claim Form” means the Court-approved claim form, without material alteration from the claim form contained within Exhibit 2, that a Settlement Class Member may submit to be considered for payment under the Final Settlement.
4. “Claim Payment” means the payment to be issued by PGAC to Settlement Class Members who submit valid, complete, and timely claims, as calculated in accordance with the terms of this Agreement.
5. “Claims Submission Deadline” means the date by which completed Claim Forms must be submitted electronically to the Settlement Website, or postmarked if submitted by mail, to be considered timely (*i.e.*, by thirty (30) days following the Final Approval Hearing).
6. “Class Counsel” means the attorneys approved and appointed by the Court to represent the Settlement Class Members.
7. “Class Period” is defined for each jurisdiction as set forth in Exhibit 5. .
8. “Court” means the Circuit Court of Barbour County, Alabama.
9. “Eligible Class Member” means a Settlement Class Member who timely submits a completed Claim Form and who may be eligible for a payment pursuant to the terms of the Final Settlement.
10. “Final Approval Hearing” means the fairness hearing conducted by the Court to consider final approval of this Agreement.
11. “Final Order and Judgment” means a final order from the Court approving this Agreement, disposing of all claims asserted in the Action, and settling and releasing all claims consistent with the terms of this Agreement.
12. “Final Settlement” means the settlement approved by the Court in the Final Order and Judgment as fair, reasonable, and adequate consistent with the terms of this Agreement.
13. “E-Mail Notice” means the notice without material change from Exhibit 3.
14. “Mail Notice” means the notice without material change from Exhibit 2.
15. “Notice Date” means the date that (a) the E-Mail Notice (including Claim Form) is e-mailed to potential Settlement Class Members, and (b) for those potential Settlement Class Members for whom PGAC does not possess a last-known e-mail address, the Mail Notice is sent.
16. “Legally Authorized Representative” means: a legally-appointed administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a legally-appointed guardian,

conservator, or next friend of an incapacitated Settlement Class Member; or any other legally-appointed Person or entity responsible for handling the affairs of a Settlement Class Member. For purposes of completing a Claim Form, a surviving spouse of a deceased class member will be considered a Legally Authorized Representative for purposes of this Agreement if no Estate has been opened, and no other Person has legal authority for handling the affairs of the deceased Settlement Class Member. A Person who purports to possess a claim by assignment or transfer, other than as described in this Paragraph, shall not be considered a “Legally Authorized Representative.”

17. “Long-Form Notice” means a notice substantially in the form of Exhibit 4 to be posted on the Settlement Website.
18. “Maximum Claim Amount” means the maximum amount to which a Settlement Class Member may be entitled as calculated pursuant to Section V below.
19. “Net Settlement Fund” means the amount remaining in the Settlement Fund after deductions for Attorneys’ Fee Award, Service Awards and fees and costs incurred by the Settlement Administrator in sending Notice to the Settlement Class and administering the Settlement.
20. “Notices” means, collectively, the E-Mail Notice, the E-Mail Notice and the Long-Form Notice.
21. “Opt-Out List” means the list of valid and timely requests for exclusion from the Settlement Class compiled by the Settlement Administrator.
22. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
23. “Preliminary Approval Order” means an order entered by the Court preliminarily approving the Proposed Settlement in the form of, or in all material respects substantially in the form of, the Proposed Preliminary Approval Order.
24. “Proposed Preliminary Approval Order” means the proposed order attached hereto as Exhibit 1.
25. “Proposed Settlement” means the settlement described in this Agreement, before final approval by the Court.
26. “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.

27. “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.
28. “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.
29. “Service Awards” means the amounts, if any, awarded by the Court to each Class Representative in recognition of their time and effort spent litigating against PGAC.
30. “Settlement Administrator” means a third-party settlement administrator selected by the Parties pursuant to the terms of this Agreement.
31. The “Settlement Class” is comprised of all Persons who are within the following group:

All citizens residing in the United States, excluding the State of 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; 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.

32. “Settlement Class Member” means any Person encompassed by the definition of the Settlement Class and not excluded from the Settlement Class, as set forth above.
33. “Settlement Fund” means the \$7,000,000 fund made available by PGAC for payment of the following items: (1) Settlement Class Members’ claims; (2) Attorneys’ Fee Award; (3) Service Awards and (4) Notice and administration costs and expenses incurred by the Settlement Administrator. Any unclaimed or unpaid amounts from the Settlement Fund shall remain with or be returned to PGAC.
34. “Settlement Website” means the website to be maintained for this Settlement by the Settlement Administrator.

II. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

1. Solely for the purpose of implementing this Agreement and effectuating the Proposed Settlement, PGAC stipulates to entry of a preliminary approval order (in the form of the Proposed Preliminary Approval Order attached as Exhibit 1 or including the substance of the Proposed Preliminary Approval Order attached as Exhibit 1), preliminarily certifying the Settlement Class, appointing Plaintiffs as representative of the Settlement Class, and appointing the following as Class Counsel for 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

2. The Parties will select a third-party settlement administrator pursuant to the terms of the Parties' agreement dated October 22, 2024. The costs and expenses of the Settlement Administrator will be paid from the Settlement Fund.
3. Plaintiffs shall submit this fully executed Agreement to the Court, and request entry of the Proposed Preliminary Approval Order, without material alteration from Exhibit 1, or an Order that includes the substance of the Proposed Preliminary Approval Order, and specifically that:
 - a. Preliminarily approves this Agreement;
 - b. Finds that the Court possesses personal jurisdiction over all Settlement Class Members and possesses subject matter jurisdiction to preliminarily approve this Agreement;
 - c. Preliminarily certifies the Settlement Class, approves Plaintiffs as representatives of the Settlement Class, and appoints Class Counsel as counsel for the Settlement Class;
 - d. Finds that the Proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class;
 - e. Approves the notice plan;
 - f. Approves the Claim Form to be distributed to and/or used by Settlement Class Members, and sets a Claims Submission Deadline by which the Claim Forms must be submitted in order to be deemed timely (*i.e.*, within thirty (30) days after the Final Approval Hearing);
 - g. Approves the Settlement Website as described herein, which may be amended during the course of the settlement administration as appropriate and agreed to by the Parties, and which shall be maintained for at least 180 days after the Claims Submission Deadline;
 - h. Appoints a mutually-agreed third party as the Settlement Administrator;
 - i. Directs the Settlement Administrator to maintain a toll-free telephone number containing recorded answers to frequently asked questions which shall be active through 180 days after the Claims Submission Deadline;
 - j. Determines that the notice provided to potential Settlement Class Members: (i) is the best practicable notice under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to or exclude themselves from the Proposed Settlement; and (iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice;

- k. Schedules the Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement and whether it should be finally approved by the Court on a date not sooner than seventy-five (75) days after entry of the Preliminary Approval Order;
 - l. Requires the Settlement Administrator to file proof of completion of notice at least ten (10) days prior to the Final Approval Hearing, along with the Opt-Out List, which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class, and an affidavit attesting to the accuracy of the Opt-Out List;
 - m. Requires each Settlement Class Member who wishes to exclude himself or herself from the Settlement Class, to submit an appropriate, timely request for exclusion, postmarked no later than sixty (60) days after entry of the Preliminary Approval Order;
 - n. Orders that any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in this Action;
 - o. Requires each Settlement Class Member who does not submit a timely request for exclusion from the Settlement Class and wishes to object to the fairness, reasonableness, or adequacy of this Agreement or to intervene in the Action, to follow the procedures set forth in this Agreement, including those requirements applicable to any attorney representing the Settlement Class Member;
 - p. Stays all proceedings in the Action until further order of the Court, except that the Parties may conduct proceedings necessary to implement the Proposed Settlement or effectuate the terms of this Agreement;
 - q. Implements or orders any other provisions or directives or procedures not contemplated by the Parties, if necessary to comply with governing law and/or binding precedent and if such provisions do not materially alter the substantive terms of this Agreement.
- 4. Plaintiffs will draft the motion requesting entry of the Proposed Preliminary Approval Order, which PGAC will review and confirm lack of opposition upon agreement to the form of a mutually-acceptable motion.
 - 5. This Settlement is contingent upon approval by the Court. If the Settlement does not receive final and non-appealable Court approval, PGAC shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiffs or the Settlement Class Members or any attorneys' fees or expenses to Class Counsel. If the Settlement does not receive final and non-appealable Court approval, the Parties shall be restored to the *status quo ante* (as of October 22, 2024) in the Action.

III. CLASS NOTICE

1. For purposes of determining the potential Settlement Class Members who will be recipients of Notices under this Settlement (and their respective mailing and e-mail addresses), PGAC shall use its business records.
2. The costs of effectuating and implementing the class notice set forth herein shall be paid from the Settlement Fund.
3. Within twenty-one (21) days of the Preliminary Approval Order, the Settlement Administrator shall send the E-Mail Notice to each potential Settlement Class Member. The Mail Notice will be sent to each potential Settlement Class Member for whom PGAC cannot reasonably ascertain e-mail addresses from a review of its records, and will be sent by first class mail, postage pre-paid, addressed to the potential Settlement Class Member's last known address, if any, as shown by the records of PGAC. In the event that an E-Mail Notice or Mail Notice to a potential Settlement Class Member is returned as undelivered, the Settlement Administrator shall promptly send a Mail Notice to the mailing address contained in PGAC's records for those whose E-Mail Notice is returned as undeliverable and to any forwarding address provided for those whose Mail Notice is returned as undeliverable. If no forwarding address is provided with returned mail, the Settlement Administrator shall not be required to send a second Mail Notice. The Settlement Administrator shall not be required to send a second Mail Notice to those Settlement Class Members who have already submitted a claim or who have excluded themselves from the Settlement Class.
4. All Notices shall contain a numeric or alphanumeric identifier that is unique to each potential Settlement Class Member.
5. The Settlement Administrator shall rent a Post Office Box for the purpose of receiving any requests for exclusion, any objections, notices of intention to appear, returned mail, or other correspondence related to this Settlement.
6. The Settlement Administrator shall maintain any Notices that are returned as undeliverable.
7. Upon the sending of the E-Mail Notice or Mail Notice (as applicable), no further notice regarding this Settlement shall be required.
8. The Settlement Administrator shall post the Settlement Agreement and the Preliminary Approval Order on the Settlement Website. The Settlement Website shall be used for the purpose of submitting claims such that each Settlement Class Member may, using his or her unique numeric or alphanumeric identifier and an electronic signature, fill out and submit a Claim Form on the Settlement Website. Additionally, a Settlement Class Member may submit a Claim Form by U.S. Mail

to the Settlement Administrator. The Parties shall mutually agree on the URL address for the website, which shall not include the name of PGAC and shall not contain any advertising or bear the logos or trademarks of PGAC. The Settlement Website may be amended from time to time as agreed to by the Parties, including to add any fee application and Final Approval Order. A link to the Settlement Website shall be included in the Notices. The Settlement Administrator shall maintain the website for at least 180 days after the Claims Submission Deadline, after which time the Settlement Website shall be removed.

9. The Settlement Administrator shall also create and make available to Settlement Class Members a toll-free number with recorded answers to frequently asked questions. The toll-free number shall be active through 180 days after the Claims Submission Deadline.

IV. SETTLEMENT ADMINISTRATOR

1. All reasonable class settlement administration costs shall be paid from the Settlement Fund. The Parties agree that a third party shall be appointed as Settlement Administrator to perform the services described herein.
2. The Settlement Administrator shall assist with the various administrative tasks set forth herein and any others necessary to implement the terms of this Agreement and the Proposed Settlement as preliminarily approved.

V. CLAIMS PAYMENTS

1. To be eligible for a Claim Payment under this Settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a complete Claim Form and must not have submitted a request for exclusion.
2. Each Settlement Class Member will be eligible to receive their *pro rata* share of the Settlement Fund, exclusive of attorney's fees and other costs to be 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 on individual claims, the Parties agree that they will use a spreadsheet (copies of which will be exchanged and which shall be maintained confidentially by Defendant's counsel and Class Counsel) which includes the calculated Maximum Claim Amount. The calculations in this spreadsheet shall govern 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 balance is still owed by a Settlement Class Member to PGAC (even after the refund is applied) or the amount of the refund equals the balance still owed to

PGAC, there will be no payment on the claim. Any amounts remaining in the Settlement Fund after all distributions are made will revert back to PGAC.

3. 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 set forth 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. In no event shall a Settlement Class Member be required to refund any money to PGAC.
4. The payment described herein in this Section V is the only payment to which Settlement Class Members are entitled under this Agreement. No additional amounts shall be paid and any unclaimed amounts shall be retained by PGAC. The payments shall be in full and final disposition of the Action, and in consideration for the release of any and all Released Claims as against any and all Released Persons. Any rights to settlement Claim Payments under this Agreement shall inure solely to the benefit of Settlement Class Members and are not transferable or assignable to others.
5. All terms or payment limitations provided for under PGAC policies and any applicable State statutes remain applicable to the Settlement Class Members, except as provided herein.
6. Subject to the claims-made nature of this Proposed Settlement, total payments to Settlement Class Members shall not exceed the amount of the Net Settlement Fund.

VI. CLAIM SUBMISSIONS

1. This is a “claims-made” settlement. In addition to PGAC’s belief that it has a reasonable chance of success as to any appeal related to the Lancaster Action and on the merits of any other Actions, because of the costs, resources, and time that would be incurred, PGAC asserts that it would not have settled the Actions except on a claims-made basis. The claims-made structure of this Agreement is a material term of this Proposed Settlement.
2. Each Settlement Class Member will be provided an opportunity to submit, at his or her option, a Claim Form requesting a payment calculated in accordance with Section V above. The Claim Form unique to each Settlement Class Member shall be attached to the Notices.
3. To be considered for payment, a completed and signed Claim Form must be postmarked by U.S. Mail or other courier service or submitted electronically to the Settlement Website no later than 12:00 a.m. (midnight) Eastern Standard Time on the Claims Submission Deadline, which is thirty (30) days after the Final

Approval Hearing. The timeliness of the mailing or electronic submission of the Claim Forms shall be determined by the Settlement Administrator.

4. A Settlement Class Member must in a Claim Form (i) affirm Settlement Class membership; (ii) affirm his or her identity; and (iii) sign the Claim Form attesting to the accuracy of the information contained in the submitted Claim Form to the best of the Settlement Class Member's knowledge. Each individual Settlement Class Member will have a corresponding Claimant ID (assigned by the Settlement Administrator for tracking purposes) which will be listed on each of the Notices. Claim Forms must be submitted individually by each Settlement Class Member and shall not be submitted collectively or in groups.

VII. CLAIMS ADMINISTRATION

1. Claim Forms that are timely submitted to the Settlement Administrator shall be processed as follows:
 - a. If a Claim Form is unsigned, illegible, or does not include all of the information listed and required in Section VI, that Claim Form shall be deemed defective and not eligible for payment. The claimant shall have one (1) opportunity to cure the defect by submitting a corrected Claim Form within fourteen (14) days of notice sent by the Settlement Administrator. No further opportunities to cure will be allowed by the Settlement Administrator.
 - b. PGAC reserves the right to audit or challenge individual claims submitted by Settlement Class Members on a case-by-case basis. If PGAC challenges a claim submission, within sixty (60) days after the Claims Submission Deadline, PGAC will explain in writing to the Settlement Class Member the reason why PGAC does not believe the Settlement Class Member is entitled, in whole or in part, to payment, a copy of which will be provided to Class Counsel. Class Counsel will provide any response to disputed claims within 75 days after the Claims Deadline. Any disagreements between Class Counsel, PGAC, and/or the claimant concerning the validity of a submitted claim will be resolved by submitting the dispute to the Court for resolution.
 - c. For those claims that PGAC does not challenge as invalid, PGAC will review its records, claims files, and data, and shall provide the Settlement Administrator and Class Counsel information with the amount of the Claim Payment for each claim. Class Counsel will have ten (10) days from the receipt of that information to dispute the amounts of any Claim Payment. PGAC and Class Counsel shall cooperate to resolve any dispute as to any Claim Payments within ten (10) days. Any dispute the Parties are unable to resolve will be submitted to the Court for resolution.

- d. Properly completed, timely submitted, and eligible claims shall be paid within ninety-five (95) days after the entry of Final Order and Judgment (or ninety-five (95) days after the resolution of any appeals or other post-judgment relief if sought), whichever is later.
- e. Individual payments for each properly completed, timely submitted, and eligible claim shall be issued by the Settlement Administrator. All settlement payments shall remain negotiable for 180 days after issuance. If a payment has not been claimed or cashed within that 180-day time period, PGAC is entitled to void or cancel those payments and is not obligated to re-issue the same and thereby may retain such funds. Any amounts remaining in the Settlement Fund after the 180-day time period will revert back to PGAC.
- f. Disputed claims shall be paid at the later of: (i) thirty (30) days after resolution of the claim between Counsel for the Parties and/or the Court; or (ii) ninety-five (95) days after the entry of Final Order and Judgment (or ninety-five (95) days after the resolution of any appeals or other post-judgment relief if sought).
- g. Claim Forms that are not fully completed and/or not timely submitted, as determined by the Settlement Administrator, shall not be considered for payment.
- h. PGAC and Class Counsel may request periodic status reports from the Settlement Administrator in order to monitor the status of the Settlement, including as to Notices and claims submissions.

VIII. ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

- 1. Class Counsel's entitlement, if any, to an Attorneys' Fee Award to be paid from the Settlement Fund, will be determined by the Court. The terms of any such awards, fees, costs, or expenses were not negotiated until after all material elements of the Proposed Settlement were preliminarily resolved subject to the execution of a term sheet between the Parties and this Agreement, and the terms of this Proposed Settlement are not conditioned upon any maximum or minimum Attorneys' Fee Award, except as explicitly stated herein. PGAC shall bear its own attorneys' fees and costs.
- 2. Class Counsel will file a motion with the Court prior to the Final Approval Hearing requesting an award of attorneys' fees and costs payable to Class Counsel out of the Settlement Fund in a total amount that shall not exceed \$2,333,000.00 for attorneys' fees, costs and expenses ("Maximum Attorneys' Fees and Costs Award"). In this motion, Class Counsel will also request a Service Award for the Class Representatives for their time, diligence and effort in pursuing this Class Action. The total amount of all Service Awards shall not exceed \$22,500 in the aggregate ("Maximum Service Awards").

3. Payment of the Attorneys' Fees Award, Service Awards and costs and expenses of the Settlement Administrator associated with providing Notice and administration of the Class Settlement shall be deducted from the Settlement Fund.
4. PGAC will not oppose or object to a motion requesting an Attorneys' Fee Award to be paid to Class Counsel out of the Settlement Fund in an amount not exceeding the Maximum Attorneys' Fees and Costs Award and a Service Award to be paid to the Class Representatives in an amount not exceeding the Maximum Service Awards. As long as the Attorneys' Fee Award and Service Awards do not exceed the Maximum Attorneys' Fees and Costs Award and the Maximum Service Awards, PGAC agrees to pay and will not appeal the Attorneys' Fee Award, Service Awards or any lesser amount the Court may award. Plaintiffs and Class Counsel will not seek to enforce or recover any Attorneys' Fee Award in excess of the Maximum Attorneys' Fees and Costs Award or any Service Awards in excess of the Maximum Service Awards. Class Counsel represent that the amount set forth herein is the maximum fee and costs amount for *all* Class Counsel, and any other attorneys representing Plaintiffs, in connection with the Action and Settlement.
5. Attorneys' fees and costs shall be payable from the Settlement Fund within forty-five (45) days after the entry of the Final Order and Judgment unless an appeal or other relief is sought from that Final Order and Judgment. If an appeal or other relief is sought from the Final Order and Judgment, the attorneys' fees and costs shall not be due until ten (10) days after the resolution of such appeal or other request for relief. PGAC shall not be obligated to pay any attorneys' fees and costs if the Proposed Settlement is not finally approved and/or sustained on appeal. If this Proposed Settlement is not finally approved or sustained, then PGAC shall be entitled to contest Class Counsel's entitlement to an award of attorneys' fees and costs in the Actions.
6. The Parties agree that, in the event that individual objectors attempt to enter the Action and/or object to or oppose this Proposed Settlement, Plaintiffs will bear their own attorneys' fees and costs associated with any efforts to resolve objectors' claims and demands in the Action, except to the extent that Plaintiffs may seek to recover their attorneys' fees and costs against anyone who submits an objection. In no event shall PGAC be responsible for fees and costs exceeding the amount set forth above, and Class Counsel agree not to seek or enforce an award against PGAC exceeding the amount set forth above.
7. Any disputes as to amounts paid on settlement claims of individual Settlement Class Members shall be submitted to the Court for resolution as provided herein, but no attorneys' fees or costs will be recoverable by any party in connection with such disputes in excess of the amount set forth above.

IX. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

1. At least ten (10) days prior to the Final Approval Hearing, Class Counsel will file a motion seeking the Court's final approval of the Proposed Settlement at the Final Approval Hearing to be held at a time, date, and location as set by the Court and that will be stated in the Notices (if provided by the Court). The Motion shall request, at minimum, the Court to enter a Final Order and Judgment that:
 - a. Certifies the Settlement Class for settlement purposes only;
 - b. Finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Agreement and all Exhibits thereto;
 - c. Gives final approval to the Proposed Settlement and directs the Parties and counsel to comply with and consummate the terms of the Agreement;
 - d. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class;
 - e. Finds that the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class Members;
 - f. Finds that the notice set forth in this Agreement (i) constituted the best practicable notice under the circumstances, (ii) was reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Proposed Settlement, and to appear at the Final Approval Hearing, and (iii) constituted due, adequate, and sufficient process and notice to all Persons entitled to receive notice;
 - g. Finds that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, neither share in nor are bound by the Final Order and Judgment;
 - h. Provides that Plaintiffs, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and 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, regardless of whether they have submitted a Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against PGAC and the Released Persons, and are bound by the provisions of this Agreement;

- i. Dismisses all claims in the Actions on the merits and with prejudice, and without fees or costs except as provided herein, and entering final judgment thereon;
- j. Determines the amount of the Attorneys' Fees Award to Class Counsel; and
- k. Appoints the Settlement Administrator to continue to administer the Final Settlement.

X. REQUESTS FOR EXCLUSION AND OBJECTIONS

1. Settlement Class Members who wish to exclude themselves from the Settlement Class must submit timely and written requests for exclusion. To be effective, such a request must include the Settlement Class Member's name and address, an unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member. The request must be mailed to the Settlement Administrator at the address provided in the Notices postmarked no later than sixty (60) days after entry of the Preliminary Approval Order. Requests for exclusion must be exercised individually by the Settlement Class Member and are only effective as to the individual Settlement Class Member requesting exclusion.
2. Settlement Class Members may not opt out of specific aspects of the settled claims while still participating for other aspects of this Proposed Settlement based on the same claim. Settlement Class Members may not both opt out of the Settlement Class and object to the Proposed Settlement. If a Settlement Class member opts out of the Settlement Class, he or she is ineligible to object to the terms of the Proposed Settlement.
3. Plaintiffs shall not elect or seek to opt out or exclude themselves from the Settlement Class, and any such attempt will be deemed a breach of this Agreement and sufficient to permit PGAC to terminate this Agreement.
4. The Settlement Administrator shall promptly log and prepare a list of all Persons who properly requested exclusion from the Settlement Class (the "Opt-Out List") and shall submit an affidavit to the Court which includes and attests to the accuracy of the Opt-Out List no later than ten (10) days prior to the Final Approval Hearing set by the Court.
5. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein pursuant to the terms of a Final Order and Judgment.

6. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must mail to the Settlement Administrator and file with the Court written notices of intent to object. Any Settlement Class Member who timely files an objection in compliance with this Paragraph may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent and only if permitted by the Court.
7. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than sixty (60) days after entry of the Preliminary Approval Order.
8. The right to object to the Proposed Settlement or to intervene in the Action must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that such objections may be submitted by a Settlement Class Member's Legally Authorized Representative.
9. To be effective, a notice of intent to object to the Proposed Settlement must include:
 - a. a caption or title that identifies it as "Objection to Class Settlement in *Granger, et al. v. Permanent General Assurance Corporation*, Case No. 69-CV-2025-900003";
 - b. the 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. a certification that the objecting party is a member of the Settlement Class;
 - e. a statement of each objection asserted;
 - 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, to be offered in support of the objection or during the Final Approval Hearing;

- i. a list of all witnesses, if any, the objecting party may call to testify at the hearing, along with the address for each witness and 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 objecting party's policy number(s) (last four digits) for his or her automobile policy(ies) with PGAC or other documentary proof of membership in the Settlement Class; and
 - l. disclosure of any other class action settlements to which the objecting party or his or her agents or representatives, successors or predecessors have objected, including disclosing the number of times the objecting party has objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing the objecting party in each prior objection, and a copy of any orders related to any prior objections.
10. Any Settlement Class Member who does not file a timely notice of intent to object waives the right to object or to be heard at the Final Approval Hearing and shall be barred from making any objection related to, or arising out of, the Proposed Settlement. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against PGAC by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Proposed Settlement shall remain Settlement Class Members and waive their right to pursue an independent remedy against PGAC. To the extent any Settlement Class Member objects to the Proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court. Settlement Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions set forth herein.
 11. The Settlement Administrator shall provide PGAC and Class Counsel a copy of each notice of intent to object received by the Settlement Administrator.
 12. If more than three percent (3%) of the Settlement Class Members opt out of the Proposed Settlement, PGAC has the right to withdraw from the Proposed Settlement within ten (10) days after the expiration of the opt-out deadline.

XI. DENIAL OF LIABILITY

1. PGAC maintains that it has acted in accordance with governing laws and its insurance policies. PGAC denies any fault, wrongdoing, or liability to Plaintiffs or the Settlement Class Members for monetary damages or other relief, but it believes that the Proposed Settlement herein is desirable in order to avoid the

further significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources. Neither this Agreement nor the negotiations concerning it or any settlement negotiations may be used, offered, or admitted as evidence of liability or for any purpose or filed with the Court for any reason, other than filing a copy of this Agreement for purposes of approval of this Settlement.

2. PGAC enters into this Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind. This Agreement shall not be construed as an admission or concession of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

XII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

1. 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.
2. 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.
3. Upon the entry of the Final Order and Judgment, the Actions will be dismissed with prejudice as to PGAC, Plaintiffs, and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List. The Final Order and Judgment will release all Released Persons from all Released Claims.

XIII. RETENTION AND CONFIDENTIALITY OF RECORDS

1. The Settlement Administrator, Class Counsel, and PGAC shall retain copies or images of all returned Notices and Claim Forms and correspondence relating

thereto, for a period of up to two (2) years after the entry of the Final Order and Judgment. After this time and to the extent permitted by the applicable Rules of Professional Conduct, upon PGAC's written request, Class Counsel shall destroy any documentary records in their possession.

2. The names, addresses, and data related to Settlement Class Members is confidential and (a) shall not be used or disclosed by Class Counsel or the Settlement Administrator other than as may be necessary to perform the acts required under this Agreement and (b) shall not be used in, or for purposes of, any other proceeding other than in connection with this Settlement in this Action.

XIV. MISCELLANEOUS PROVISIONS

1. This Proposed Settlement is contingent upon approval by the Court. If the Proposed Settlement does not receive final and non-appealable court approval, PGAC shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiffs or the Settlement Class Members or any attorneys' fees or expenses to Class Counsel; in such event, the Parties shall be restored to the *status quo ante* in the Actions.
2. Each Party to this Agreement warrants that he, she, or it is fully authorized to enter into this Agreement, and is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party or person, other than the warranties and representations expressly made in this Agreement.
3. The Parties agree to undertake best efforts to effectuate this Agreement and the terms of the Proposed Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.
4. The headings and captions contained in this Agreement are for reference purposes only and in no way define, extend, limit, describe, or affect the scope, intent, meaning, or interpretation of this Agreement.
5. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
6. Except as otherwise provided in a written amendment executed by the Parties or their counsel, this Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties and their agents,

attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

7. This Agreement may be amended or modified only by a written instrument signed by all Parties.
8. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Alabama, without regard to principles of conflicts of law.
9. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over this litigation, the Parties, their counsel, this Agreement and any matters or disputes arising out of or relating to this Agreement or the Settlement. The Parties further agree that the Court shall retain exclusive and continuing jurisdiction for all matters or disputes related to, or arising out of, the Preliminary Approval and Final Approval Orders.
10. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made part of this Agreement.
11. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.
12. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties.
13. The terms of all confidentiality agreements and orders in the litigation remain in full force and effect, and the Parties shall continue to maintain the confidentiality of materials exchanged pursuant to the terms of those agreements and orders.
14. The Parties agree that, if either party is contacted by and/or wants to issue any statement to the press or media regarding the Settlement of the Action prior to final approval, the Parties will agree (and such agreement shall not be unreasonably withheld) on the language to appear in a joint statement. If they are unable to agree, no statement will be issued and “no comment” shall be the response by all Parties. Any statement issued – whether before or after final approval – shall mention no insurer or entity other than PGAC. Nothing herein shall prevent Class Counsel from listing the amount of the Settlement, the parties to the Settlement and a description of the claims settled on their law firm websites.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representatives and the Settlement Class:

Tasha Granger
Tashaundra Granger (Apr 30, 2025 10:11 CDT)
Tashaundra Granger

Date: 04/30/2025

Melisa Hamilton

Date: _____

Helen Rustin

Date: _____

Matthew K. Lancaster

Date: _____

Berna Mason

Date: _____

Irby Law, LLC
By: _____

Date: _____

Methvin, Terrell, Yancey,
Stephens & Miller, P.C.
By: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representatives and the Settlement Class:

Tashaundra Granger Date: _____

~~Melisa Hamilton~~

Melisa hamilton (Apr 30, 2025 13:35 CDT) Date: 04/30/2025
Melisa Hamilton

Helen Rustin Date: _____

Matthew K. Lancaster Date: _____

Berna Mason Date: _____

Irby Law, LLC Date: _____
By: _____

*Methvin, Terrell, Yancey,
Stephens & Miller, P.C.* Date: _____
By: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representatives and the Settlement Class:

Tashaundra Granger

Date: _____

Melisa Hamilton

Date: _____

Helen Rustin
Helen Rustin

Date: 4/30/2025

Matthew K. Lancaster

Date: _____

Berna Mason

Date: _____

Irby Law, LLC
By: _____

Date: _____

*Methvin, Terrell, Yancey,
Stephens & Miller, P.C.*
By: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representatives and the Settlement Class:

Tashaundra Granger Date: _____

Melisa Hamilton Date: _____

Helen Rustin Date: _____

Matthew K Lancaster Date: 4/29/2025
Matthew K. Lancaster

Berna Mason Date: _____

Irby Law, LLC Date: _____
By: _____

*Methvin, Terrell, Yancey,
Stephens & Miller, P.C.* Date: _____
By: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representatives and the Settlement Class:

Tashaundra Granger

Date: _____

Melisa Hamilton

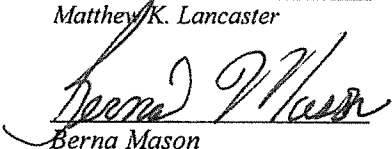
Date: _____

Helen Rustin

Date: _____

Matthew K. Lancaster

Date: _____


Berna Mason

Date: *May 1, 2025*

Irby Law, LLC

By: _____

Date: _____

*Methvin, Terrell, Yancey,
Stephens & Miller, P.C.*

By: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representatives and the Settlement Class:

Tashaundra Granger

Date: _____

Melisa Hamilton

Date: _____

Helen Rustin

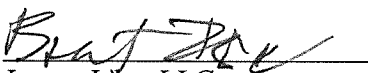
Date: _____

Matthew K. Lancaster

Date: _____


Berna Mason

Date: _____



Lyons Irby, LLC
By: R. Brent Irby

Date: 05/02/2025



*Methvin, Terrell, Yancey,
Stephens & Miller, P.C.*
By: James M. Terrell

Date: 05/02/2025

For Defendant:

Permanent General Assurance Corporation

By: Raina J

Print Name: RAINIA ZANC W

Title: Secretary

Date: May 13, 2025