

**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.

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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

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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).

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

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.