



## AlaFile E-Notice

69-CV-2025-900003.00

Judge: HON. BURT SMITHART

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

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

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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.	)	

**PRELIMINARY APPROVAL AND CONDITIONAL CERTIFICATION ORDER FOR  
PROPOSED CLASS SETTLEMENT**

Plaintiffs have applied for an Order determining certain matters in connection with a proposed class action settlement, the terms of which are set forth in the Class Action Settlement Agreement and Release ("Settlement Agreement") attached to the Unopposed Motion for Preliminary Approval. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Class Action Settlement Agreement and Release. After consideration of the proposed settlement and a hearing, after due deliberation, and after consideration of the totality of the circumstances and the record, and for good cause shown it is hereby ORDERED that:

**Conditional Certification of Class Action**

1. The Court, having conducted the rigorous analysis required under section

6-5-641(d) of the Code of Alabama, conditionally certifies the following nationwide class for purposes of settlement only under Ala. R. Civ. P. 23(b)(3) (the “Settlement Class” or “Class” or the “Settlement Class Members”):

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.

2. The following plaintiffs are each designated as class representatives: Tashaundra Granger, Melisa Hamilton, Helen Rustin, Matthew K. Lancaster and Berna Mason (the “Class Representatives”). Robert G. Methvin, Jr., James M. Terrell, Courtney C. Gipson of Methvin, Terrell, Yancey, Stephens & Miller, P.C. and R. Brent Irby of Lyons Irby, LLC are designated as counsel for the class (collectively “Class Counsel”).

3. All class actions under any subpart of Rule 23(b) must first meet the four initial requirements of Rule 23(a). The Court conditionally finds that the above Settlement Class meets each of those four tests.

#### **I. Rule 23(a)(1): Numerosity**

Rule 23(a)(1) of the Alabama Rules of Civil Procedure requires that the class be so numerous that joinder of all members is impracticable. The Court finds that the numerosity requirement is satisfied as the parties stipulated in the joint motion that

there are well in excess of 300,000 members of the Settlement Class.

**II. Rule 23(a)(2): Commonality**

Rule 23(a)(2) requires that there be questions of law and fact common to the class. There are questions of law or fact common to the above-described Settlement Class. In this case, the predominant common questions are whether Defendants breached its standard, form insurance contracts or charged an unlawful penalty for cancellation. The Court conditionally finds that the requirements of commonality are met here.

**III. Rule 23(a)(3): Typicality**

The claims of the Class Representatives are typical of the claims of the above-described Settlement Class. In this case, Plaintiffs' motion indicates that Defendants calculated the amount of the refund of unearned premium to an insured at cancellation in the same manner and using the same formula. Further, Plaintiffs' motion indicates that each Class Representative had a canceled insurance policy during the applicable Class Period that was calculated using the same short-rate method. Plaintiffs contend that they received a refund of unearned premium that violates the parties' insurance contracts. Thus, based upon the current record, the Class Representatives' claims are based on and arise out of the same or similar facts applicable to all members of the Settlement Class. Based upon the current record, the Court conditionally finds that the claims of the Class Representatives are typical of the claims of the Settlement Class.

**IV. Rule 23(a)(4): Adequacy**

Rule 23(a)(4) requires that the representative parties and their counsel will fairly and adequately protect the interests of the class within the meaning of Rule 23(a)(4) of

the Alabama Rules of Civil Procedure. This rule requires that both the named plaintiff itself, and the lawyers, each be adequate in their own roles:

**A. Adequacy of Class Counsel**

Class Counsel are experienced lawyers with several decades of experience. Collectively, they have pursued numerous class actions to successful resolutions. They have aggressively pursued litigation against Defendants for almost four years. Therefore, Class Counsel are deemed adequate under Ala.R.Civ.P. 23(a)(4).

**B. The Adequacy of the Named Class Representatives**

Each named Class Representative has shown vigilance in filing and litigating this action, and no conflict of interest appears from the record. Thus, based on the current record, the Court conditionally finds that the representative parties will fairly and adequately protect the interests of the Settlement Class within the meaning of Rule 23(a)(4) of the Alabama Rules of Civil Procedure.

**V. Rule 23(b)(3) is satisfied**

In addition to meeting all four of the requirements of Rule 23(a), Plaintiffs must also meet the requirements of at least one of the 23(b) categories, either Rule 23(b)(1), (b)(2), or (b)(3), for certification of a class action. The Court finds, after careful analysis, that certification of this case for settlement purposes is proper under Rule 23(b)(3).

Alabama case law is clear that a class claim which is predominately for money damages may properly be certified under Rule 23(b)(3). Under Rule 23(b)(3), it is Plaintiffs' burden to prove that the questions of law or fact common to all members of the class predominate over any questions affecting only individual members, and that a

class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering the interest of the members of the class in individually controlling the prosecution or defense of separate actions; the extent and nature of any litigation already commenced by members of this class; the desirability of concentrating this litigation in this particular forum; and the reduction in difficulties expected by class handling.

The record in this consolidated case to date supports that class members have claims for refunds of unearned premiums. The Class Representatives seek recovery for the portion of these unearned premiums which they allege were improperly withheld under a breach of contract theory. It is clear in Alabama that the certification by a trial court of a Rule 23(b)(3) class action for breach of contract can be appropriate. *Avis Rent-A-Car System v. Heilman*, 876 S.2d 1111, 1120-22 (Ala. 2003) (affirming trial court's certification under Rule 23(b)(3) of class claiming money for breach of contract); *see also Cheminova America Corp. v. Corker*, 779 So.2d 1175, 1181-83 (Ala. 2000) (affirming trial court's certification under Rule 23(b)(3) of class claiming money for statutory claims). Instructive Federal cases reach the same result. *See, e.g., Allapattah Services, Inc. v. Exxon Corp.*, 333 F.3d 1248, 1261 (11th Cir. 2003); *Kliener v. First Nat'l Bank of Atlanta*, 97 F.R.D. 683, 692 (N.D. Ga. 1983).

The presence of individual issues does not preclude certification of a settlement class under Rule 23(b)(3); the issue under that rule is instead, according to its terms, whether "common questions predominate over any questions affecting only individual members." Based on the current record, the Court conditionally finds that the common questions predominate here because this is a case seeking straightforward class-wide

contractual damages. Among the common issues which predominate are whether Settlement Class Members entered into substantially similar written contracts with Defendants which used identical or substantially similar relevant language, and whether Defendants breached the contracts by improperly calculating refunds of unearned premiums.

Likewise, based on the current record, the Court finds that superiority is met. It is efficient to avoid multiple suits by individual class members in multiple courts. The class action device is superior here in that it provides an economical and uniform method of adjudication.

In sum, based on the current record, the Court conditionally finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering the interest of the members of the class in individually controlling the prosecution or defense of separate actions; the extent and nature of any litigation already commenced by members of this class; the desirability of concentrating this litigation in this particular forum; and the reduction in difficulties expected by class handling.

Accordingly, pursuant to the provision of Rule 23(b)(3) of the Alabama Rules of Civil Procedure, it is **ORDERED, ADJUDGED and DECREED** that this cause be and it is hereby conditionally certified as a settlement class action, under Rules 23(b)(3), with the class defined as follows:

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.

A list defining the "Class Period" by Jurisdiction is attached as Exhibit 5 to the Settlement Agreement.

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.

As allowed by Rule 23(c)(1), this order of certification is conditional. At the final hearing, this Court will again apply rigorous analysis to the facts in the record and will consider all arguments and evidence offered by the parties and any objections by class members wishing to be heard. In the event the Settlement Agreement is not finally approved by the Court under Rule 23(e), or is overturned in whole or in material part on appeal, this Order will be set aside and the parties will return to their respective positions prior to settlement, with no weight being given at that time to the findings of facts and conclusions of law in entry of this Order. The Court retains exclusive and continuing jurisdiction over this Litigation, the Parties and their counsel, this Agreement, and any matters or disputes arising out of or relating to this Settlement or the Agreement, and all Parties and their counsel submit to the exclusive and continuing jurisdiction of the Court for said purposes.

#### **Preliminary Approval of Class Action Settlement**

1. The terms of the settlement set forth in the Settlement Agreement appear to be within the range of reasonableness and are preliminary approved and



incorporated herein, subject to further consideration and final approval following the Final Fairness Hearing described below. The Court shall consider, *de novo*, the fairness of the proposed settlement at such hearing.

2. A hearing shall be held before the undersigned at the Circuit Court of Barbour County, Alabama, at **11:00 a.m.** in Eufaula, Alabama on **September 4, 2025** (the “Final Fairness Hearing”). The purposes of the Final Fairness Hearing shall be (a) to determine whether this action should be finally certified as a class action for the purposes of settlement pursuant to Rule 23(b)(3); (b) to determine whether the proposed settlement on the terms and conditions of the Settlement Agreement is fair, reasonable, and adequate and should be finally approved by the Court; (c) to determine whether final judgment should be entered in this action pursuant to the Settlement Agreement; (d) to entertain any objections to the proposed settlement, and any other matter related thereto; and (e) to rule on all other matters pertaining to the proposed settlement and such other matters as the Court may deem appropriate. The Court reserves the right to adjourn the Final Fairness Hearing without further notice of any kind other than oral announcement at the hearing, or alternatively, written notice to all persons who have appeared or filed objections.

3. The Court appoints A. B. Data, Ltd. as Settlement Administrator.

4. Notice of the settlement shall be issued to the Settlement Class in accordance with this Order as soon as practicable after the entry of this Preliminary Approval Order, but not later than **twenty-one (21) days** after entry of this Order. Settlement Notice shall take the following forms: (1) email notice attached as Exhibit 2 to the Settlement Agreement shall be sent by electronic mail to all Settlement Class

Members whose email addresses appeared in Defendants' records; (2) the short form or postcard notice attached as Exhibit 3 to the Settlement Agreement shall be sent by first class United States mail to all Settlement Class Members whose addresses appeared in Defendants' records and who could not be reached via electronic mail; (3) a website shall be created which contains information substantially similar to that contained in the long form notice attached as Exhibit 4 to the Settlement Agreement, and which also allows Settlement Class Members to submit claims on line.

5. The Court finds that the forms and methods of notice specified above are the best notice practicable under the circumstances, and shall constitute due and sufficient notice of the proposed settlement and all other matters addressed in the notice, including, without limitation, the pendency of this action, the maintenance of this action as a class action pursuant to Rule 23(a) and Rule 23(b)(3), the terms of the Settlement Agreement, the procedure for opt-outs, objections and claims, the binding effect of the proposed settlement on all members of the class, and the Final Fairness Hearing. The Court further finds that the claims procedure outlined in the Settlement Agreement, Settlement Notice and Claim Form is fair and reasonable. The forms of notice attached as Exhibits 2, 3 and 4 to the Settlement Agreement are approved pursuant to Rule 23(c)(2). The Claim Form attached to the Settlement Agreement as Exhibit 2 to the E-Mail Notice is approved as fair and reasonable under the totality of circumstances.

6. Any Petition for an Award of Attorney's Fees, Reimbursement of Litigation Expenses and any Class Representative Incentive Awards must be filed with the Clerk of Court not later than **fourteen (14) days** before the objection deadline. Any

briefs or other documents in support of the proposed settlement shall be filed by the parties with the Clerk of the Court not later than **ten (10) days** before the Final Fairness Hearing.

7. Any member of the Settlement Class may opt-out of the Settlement Class or file written objections to the proposed settlement. Any Class Member who chooses to opt-out of the Settlement Class as provided for in the Settlement Agreement and Settlement Notice must write to the Settlement Administrator, Class Counsel and Defendants' Counsel as set forth in the Notice and Settlement Agreement, stating an intention to opt-out of the class. This written notice must be received by the Settlement Administrator, Class Counsel and Defendants' Counsel not later than **sixty (60) days** after entry of this Order. Any attempted opt-out by notice to the Clerk of Court or to the Court shall be of no effect.

8. Any Class Member may appear at the Final Fairness Hearing in person or by counsel (if an appearance is submitted in accordance with the Settlement Agreement and Settlement Notice), and to the extent allowed by the Court, may be heard in support of, or in opposition to (a) the continued maintenance and final certification of this action as a class action; (b) the fairness, reasonableness, and adequacy of the proposed settlement set out in the Settlement Agreement; (c) the terms and conditions of the final judgment to be entered; and (d) the procedures adopted by the court for its determination of whether to approve the Settlement Agreement. Such class members may raise issues including but not limited to (1) maintenance of the action pursuant to Rule 23(a) and Rule 23(b)(3); (2) the binding effect of the Settlement Agreement on all members of the Settlement Class; (3) the

content and method of delivery of the Settlement Notice; (4) any orders or findings entered by the Court; (5) Class Counsel's request for an award of attorneys' fees and expenses and (6) all other matters pertaining to this proposed settlement. Any objection **must be filed with the Court**, with a copy to Class Counsel and Counsel for Defendants, no later than **sixty (60) days** after entry of this Order.

An objection to the Settlement Agreement shall contain the Class Member's full name and current business address; shall clearly state a desire to object to the Settlement Agreement; shall clearly state a caption or title that identifies it as "Objection to Class Settlement in *Granger, et al. v. Permanent General Assurance Corporation*, 69-CV-2025-900003" and provide the following information: (1) the full name, signature, home address and telephone number, or other information sufficient to identify the Settlement Class Member; (2) 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; (3) a certification that the objecting party is a member of the Settlement Class; (4) a statement of each objection asserted; (5) a detailed description of the basis and facts underlying and supporting each objection; (6) a detailed description of the legal authorities, if any, underlying and supporting each objection; (7) copies of exhibits and/or affidavits, if any, to be offered in support of the objection or during the Final Approval Hearing; (8) 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; (9) the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection; (10) 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 (11) 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.

No Class Member shall be heard and no papers, briefs, or pleadings submitted by any such Class Member shall be received and considered by the Court unless the Court, Robert G. Methvin, Jr., as counsel for Plaintiffs, and Hunter R. Eley, as counsel for Defendants, receive the Class Member's written and signed objection within **sixty (60) days** after entry of this Order. Any Class Member who fails to object in the manner described above, shall be deemed to have waived his or her objections and forever be barred from making any such objections in the lawsuit or in any other action or proceeding. Class Members who wish to object may, but are not required to, obtain counsel at their own expense to represent them in connection with any such objection, and are allowed, but not required, to appear live before the Court at the Final Fairness Hearing.

9. If the Settlement Agreement (including any modification by consent of the parties) is approved by the Court following the Final Fairness Hearing, a Final Order may be entered: (a) approving the final certification of the class described in paragraph 1 hereof; (b) approving the Settlement Agreement and all transactions preparatory or incidental to the settlement, and approving all terms and conditions of the Settlement

Agreement as valid, fair, reasonable, adequate, and directing consummation of the Settlement Agreement, including, but not limited to, the payment by Defendants of an amount into the Settlement Fund (as defined in the Settlement Agreement), as determined by the Settlement Administrator in accordance with the Settlement Agreement, for distribution by the Settlement Administrator; (c) awarding reasonable attorney's fees and expenses to Class Counsel as set forth in the Settlement Agreement for their efforts on behalf of the class; (d) approving the class representatives' incentive awards as set forth in the Settlement Agreement; (e) approving the release of, and dismissing with prejudice, all claims asserted and which could have been asserted by Class Members against Defendants related to any of the Fees involved in the various actions, which shall include, without limitation, claims involving alleged misrepresentation and suppression of material fact; (f) permanently barring and enjoining each and all Class Members (who did not timely opt-out) from filing or participating as a litigant in any individual lawsuit or class action relating to any released claim; and (g) reserving jurisdiction over all matters related to the administration, consummation, interpretation, and enforcement of the Settlement Agreement and all matters herein.

10. Discovery and motion practice (other than incidental to this settlement) is hereby stayed pending further consideration of the settlement. All Settlement Class Members and persons in privity with them, including all persons represented by them, are preliminarily barred and enjoined, pending further consideration of this settlement, from commencing or continuing any suit, action, proceeding, case, controversy, or dispute arising from or relating to the: (1) the claims alleged in the Complaint and as

discussed in the Agreement; (2) the Settlement, this Agreement, and any matters arising out of or related this Agreement; and/or (3) performance or breach of same. Such Persons are further barred and enjoined from seeking to raise any objections or challenges to the Settlement, in any state or federal court or other body other than the Circuit Court of Barbour County, Alabama (Eufaula Division).

11. If the Settlement Agreement is not approved by the Court, or does not become effective for any reason whatsoever, then the settlement proposed in the Settlement Agreement, and any actions taken or to be taken in connection with the settlement (including all actions taken in this Order) shall be terminated and rescinded, and shall become null and void and have no further force and effect, except for Defendants' obligations to pay for any expenses incurred in connection with the Settlement Notice or settlement administration as provided for in this Order or the Settlement Agreement.

12. Therefore, the Court sets deadlines as follows:

Final Fairness Hearing: **September 4, 2025 at 11:00 a.m.** (no sooner than 75 days after entry of Preliminary Approval Order).

Deadline for sending notice: **Within 21 days of entry of Preliminary Approval Order.**

Deadline for objection: **Within 60 days of entry of Preliminary Approval Order.**

Deadline to opt out: **Within 60 days of entry of Preliminary Approval Order.**

Deadline to submit a claim (postmarked or received 30 days after Final Fairness Hearing): **October 4, 2025.**

Deadline to file brief and evidence in support of approval of attorney's fees and expenses (14 days before the objection and opt-out deadline): **August 21,**

**2025.**

Deadline to file brief and evidence in support of final approval of the settlement (10 days before the Final Fairness Hearing): **August 25, 2025.**

**DONE this 11<sup>th</sup> day of June, 2025.**

**/s/ BURT SMITHART**  
\_\_\_\_\_  
**CIRCUIT JUDGE**