



AlaFile E-Notice

69-CV-2025-900003.00

Judge: HON. BURT SMITHART

To: TERRELL JAMES MICHAEL
jterrell@mmlaw.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

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

The following matter was FILED on 5/19/2025 3:16:17 PM

C001 GRANGER TASHAUNDRA

C002 HAMILTON MELISA

C003 RUSTIN HELEN

C004 LANCASTER MATTHEW K.

C005 MASON BERNA

UNOPPOSED MOTION FOR CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS
SETTLEMENT

[Filer: METHVIN ROBERT GORDON JR.]

Notice Date: 5/19/2025 3:16:17 PM

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

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



ELECTRONICALLY FILED

5/19/2025 3:16 PM

69-CV-2025-900003.00

CIRCUIT COURT OF

BARBOUR COUNTY, ALABAMA

PAIGE SMITH, CLERK

STATE OF ALABAMA

Revised 3/5/08

Cas

Unified Judicial System

69-BARBOUR

☐ District Court☒ Circuit Court

CV20

TASHAUNDRA GRANGER ET AL V. PERMANENT
GENERAL ASSURANCE CORP. ET AL**CIVIL MOTION COVER SHEET**

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

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

ROBERT GORDON METHVIN JR.

2201 ARLINGTON AVENUE SOUTH

BIRMINGHAM, AL 35205

Attorney Bar No.: MET009

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

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

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

☐ Local Court Costs \$ 0 _____

Motions Not Requiring Fee

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

pursuant to Rule none _____ (Subject to Filing Fee)

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

Date:

5/19/2025 3:14:16 PM

Signature of Attorney or Party

/s/ ROBERT GORDON METHVIN JR.

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

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



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

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: 2025-CV-900003

**UNOPPOSED MOTION FOR CLASS CERTIFICATION
AND PRELIMINARY APPROVAL OF CLASS SETTLEMENT¹**

Plaintiffs, by and through Class Counsel, move this Court to enter an Order conditionally certifying a settlement class and an Order preliminarily approving the Class Action Settlement Agreement and Release (“Settlement Agreement”)² between the parties. In support of this motion, Plaintiffs show as follows:

1. Through extended, arm’s length negotiations and several mediation sessions which together took place over the span of ten months, the final two of which were presided over by J. Allen Schreiber, Plaintiffs and Defendants have reached an agreement which, if completed,

¹ Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Class Action Settlement Agreement and Release.

² The Settlement Agreement and General Release and its accompanying exhibits are attached as Exhibit A.

would resolve this matter fully and finally. The terms of the agreement are set forth in the Settlement Agreement between the parties, submitted to the Court herewith.

2. Plaintiffs' counsel has extensive experience in cases such as this one, including a prior class action involving one of these Defendants, and have expended hundreds of hours of attorney time conducting such discovery and investigation necessary to make an informed evaluation of the proposed settlement. Plaintiffs' counsel are of the opinion that, all things considered, the proposed settlement is in the best interest of the Settlement Class (as defined in the Settlement Agreement).

3. Plaintiffs show to the Court the following facts for the purpose of this motion:

A. The proposed settlement class (the "Settlement Class" or the "Class" or the "Settlement Class Members") is defined as:

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

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

B. This consolidated action was brought on behalf of a nationwide class who contracted with Defendants for automobile insurance. Plaintiffs allege Defendants breached the contract(s) or otherwise acted wrongfully by improperly calculating refunds of unearned premiums when insurance policies are canceled. Defendants deny all allegations of wrongdoing.

C. Based upon evaluation of customer records, Plaintiffs represent that there will be approximately 300,000 or more individuals that are expected to be within the class definition.

D. Plaintiffs allege almost all individuals within the Class definition—including the named Plaintiffs—appear to have entered into similar written contracts with Defendants which used identical or substantially similar relevant policy language. Among other things, such language addresses how refunds of unearned premiums should be calculated when one of Defendants' automobile insurance policies is canceled.

E. Plaintiffs assert that all of the individuals within the Class definition—including the named Plaintiffs—failed to have their refund of unearned premium calculated correctly and were damaged during the applicable Class period set out in Exhibit 5 to the Settlement Agreement.

F. The Settlement Agreement provides for significant relief to the proposed Settlement Class via a simple claims procedure which allows Settlement Class Members to make a claim for a refund of their unearned premiums during the Class period set forth in the Class definition.

4. The class relief, and the Claim Form procedure, is set forth in detail in the Settlement Agreement.

5. For settlement purposes only, Defendants do not oppose this motion.

WHEREFORE, premises considered, Plaintiffs respectfully request that the Court enter an Order preliminary approving the Settlement Agreement between the parties.

Respectfully submitted,

/s/ Robert G. Methvin, Jr.

Robert G. Methvin, Jr. (MET009)

James M. Terrell (TER015)

Courtney C. Gipson (COO045)

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

2201 Arlington Avenue South

Birmingham, AL 35205

Phone: 205-939-0199

Facsimile: 205-939-0399

Email: rgm@mtattorneys.com

R. Brent Irby (IRB006)

LYONS IRBY LLC

2201 Arlington Avenue South

Birmingham, AL 35205

Phone: 205-873-9138

Email: brent@lyonsirby.com

CERTIFICATE OF SERVICE

I hereby certify that on this the 19th day of May 2025, I filed the foregoing using the Alafile system, and that I have transmitted a true and correct copy of the foregoing to Counsel for Defendants:

Rik S. Tozzi

BURR & FORMAN, LLP

420 North 20th Street, Suite 3400

Birmingham, AL 35203

Hunter Ely

DOLL AMIR & ELY, LLP

515 S. Flower Street, Suite 1812

Los Angeles, CA 90071

/s/ Robert G. Methvin, Jr.

OF COUNSEL



ELECTRONICALLY FILED
5/19/2025 3:16 PM
69-CV-2025-900003.00
CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

EXHIBIT A

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:

Tashaundra 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)
Melisa Hamilton Date: 04/30/2025

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, Date: _____
Stephens & Miller, P.C.
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

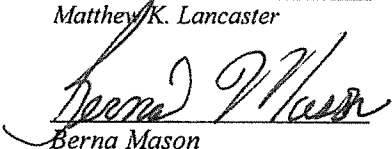
Date: _____

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

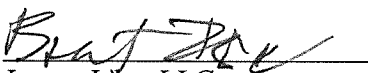
Date: _____

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

EXHIBIT 1

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

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

Plaintiffs,

v.

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

Defendants.

*
*
*
*
*
*
*
*
*
*
*
*
*
*
*

CASE NO.: 2025-CV-900003

**PRELIMINARY APPROVAL AND CONDITIONAL CERTIFICATION
ORDER FOR PROPOSED CLASS SETTLEMENT¹**

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. After consideration of the proposed settlement, 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 classfor

¹ All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Class Action Settlement Agreement and Release.

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 cancelled, and who (3) had paid a premium that was held by PGAC and still unearned on the effective date of cancellation.

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

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 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 cancelled, and who (3) had paid a premium that was held by PGAC and still unearned on the effective date of cancellation.²

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)

² A list defining the “Class Period” by Jurisdiction is attached as Exhibit 5 to the Settlement Agreement.

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 [REDACTED] in Eufaula, Alabama on [REDACTED] (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 online.

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 **three (3) 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: [REDACTED] (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): [REDACTED].

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): [REDACTED].

Deadline to file brief and evidence in support of final approval of the settlement (3 days before the Final Fairness Hearing): [REDACTED].

Done this _____ day of May, 2025.

Honorable Burt Smithart
Circuit Judge

EXHIBIT 2

EMAIL VERSION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

Who is included?

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

What does the settlement provide?

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

How can I get a payment?

To be eligible and considered for a potential payment from the settlement, you must timely submit a completed claim form online or by mail (postmarked) by _____, 2025. Instructions on how to submit a claim form can be found at www. .com. Or you may call 1-XXX-XXX-XXXX. The amount of your payment will depend on the number of claims filed, the cancellation fee you were charged, and your account balance at the time your policy was cancelled.

What are my rights?

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue PGAC yourself, you must exclude yourself from the settlement by **MONTH 00, 2025**. If you stay in the settlement, you may object to it by **MONTH 00, 2025**. Detailed instructions about how to act on these rights are available at www. .com. The Court will hold a hearing on **MONTH 00, 2025**, to consider whether to approve the settlement, a request for up to \$2,333,000 in attorneys' fees and

EMAIL VERSION

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

For more information: 1-800-000-00000 www. .com

PGAC CLASS ACTION SETTLEMENT CLAIM FORM

To receive a settlement payment, you must either fill out a Claim Form online (at www.xxxxxxxxxxxxxxxxxx.com) or fill out and return this Claim Form (below) via U.S. Mail to the following address:

PGAC Class Action Settlement
c/o A.B. Data
P.O. Box xxxx
XXXXX, XXXXX XXXXX

Claim forms must be submitted online or postmarked by [Month 00, 2025].

If submitted by U.S. Mail, your Claim Form must be postmarked by _____, 2025. If submitted through the settlement website, your Claim Form must be submitted by 12:00 a.m. on _____, 2025.

If you do not include the required information or sign your Claim Form, your claim(s) may be denied and you will not get a payment.

CLAIMANT INFORMATION:

Full legal name (*First name Last name*)

--

Full legal name as it appeared on your insurance policy with Permanent General (*if different from your current name*)

--

Unique Identification Number (from your email or postcard notice)

--

CURRENT ADDRESS:

Street address

Apt.

--	--

City

State

Zip

--	--	--

MAILING ADDRESS OR GARAGING ADDRESS ON YOUR INSURANCE POLICY WITH PERMANENT GENERAL (if different from your current address):

Street address

Apt.

--	--

City	State	Zip

Phone number	Email address

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

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

_____*_____
 SIGNATURE DATE
 By: _____
 (Print Name)

RETURN THIS FORM, POSTMARKED NO LATER THAN _____, 2025, TO:

PGAC Class Action Settlement
 c/o A.B. Data
 P.O. Box xxxx
 XXXXX, XXXXX XXXXX

QUESTIONS or HELP: Call 1-xxx-xxx-xxxx, email info@_____.com, or write to PGAC Settlement Administrator, INSERT ADDRESS.

EXHIBIT 3

NO PRINT

LEGAL NOTICE

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

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

PGAC Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 000000
Milwaukee, WI 53217

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

<<Barcode>>

Postal Service: Please do not mark barcode

Claim ID#: <<CLAIM ID>>

<<ADDRESS BLOCK>>

<<BARCODE>>

PGAC CLASS ACTION SETTLEMENT CLAIM FORM

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

CLAIMANT IDENTIFICATION. COMPLETE THIS SECTION.

FULL LEGAL NAME (FIRST, LAST): _____

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

MAILING OR GARAGING ADDRESS ON YOUR PGAC INSURANCE POLICY:

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CURRENT STREET ADDRESS: _____

_____ CITY: _____ STATE: _____

ZIP CODE: _____

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

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

UNIQUE IDENTIFICATION NUMBER: «CLAIMID»

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

SIGNATURE: _____ DATE: ____/____/____

PRINT NAME: _____

NO PRINT

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

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

How can I get a payment? To be eligible and considered for a potential payment, you must complete and return the attached claim form by mail (postmarked) or complete a claim form online at www. .com by **MONTH 00, 2025**. The amount of your payment will depend on the number of claims filed, the cancellation fee you were charged, and your account balance at the time your policy was cancelled.

What are my rights? Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue PGAC yourself, you must exclude yourself from the settlement by **MONTH 00, 2025**. If you stay in the settlement, you may object to it by **MONTH 00, 2025**. Detailed instructions about how to act on these rights are available at www. .com. The Court will hold a hearing on **MONTH 00, 2025**, to consider whether to approve the settlement and any request for attorneys' fees and expenses and service awards to the class representatives. You or your own lawyer may appear and speak at the hearing at your own expense.

For more information: **1-800-000-0000 or visit www. .com**

PGAC CLASS ACTION
SETTLEMENT
C/O A.B. DATA
P.O. BOX 000000
MILWAUKEE, WI 53217-9904

EXHIBIT 4

**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 **INSERT STIPULATION OF SETTLEMENT DATE**, 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 are included if you are a citizen residing in the United States (except Florida), who, between **[Month 00, 20XX]** and **[Month 00, 20XX]**, (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? Call 1-8 **[REDACTED]** or visit [www.\[REDACTED\].com](http://www.[REDACTED].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 Month 00, 2025 .
OBJECT	Write to the Court about why you don't like the Proposed Settlement. The deadline to object to the Proposed Settlement is Month 00, 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.

Questions? Call 1-8 [REDACTED] or visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	
1. Why did I get a Notice?	
2. What is the lawsuit about?	
3. Why is this a class action?	
4. Why is there a Proposed Settlement?	
WHO IS IN THE SETTLEMENT?	
5. How do I know if I am part of the Proposed Settlement?	
6. What if I'm still not sure if I am included?	
THE SETTLEMENT BENEFITS – WHAT CAN YOU GET	
7. What does the Proposed Settlement provide?	
8. What can I get from the Proposed Settlement?	
HOW YOU GET A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM	
9. How can I get a settlement payment?	
10. How many Claim Forms should I submit if I have multiple policies?	
11. Do I need to submit any documents or information with my Claim Form?	
12. When would I get my settlement payment?	
13. What claims are being released by Settlement Class Members?	
IF YOU DO NOTHING.....	
14. What happens if I do nothing at all?	
THE LAWYERS REPRESENTING YOU.....	
15. Do I have a lawyer in this case?	
16. Should I get my own lawyer?	
17. How will the lawyers be paid and will the Class Representatives receive service awards?	
OPTING OUT OF THE CLASS ACTION.....	
18. How do I “opt out” of or exclude myself from the Proposed Settlement?	
19. If I opt out, can I still get a settlement payment?	
20. If I don’t opt out, can I sue PGAC for the same thing later?	
OBJECTING TO THE PROPOSED SETTLEMENT.....	
21. How do I tell the Court if I don’t like the Proposed Settlement?	
22. What is the difference between objecting and asking to be excluded?	
THE COURT’S FAIRNESS HEARING	
Questions? Call 1-8 [REDACTED] or visit www. [REDACTED].com.	

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

OBTAINING ADDITIONAL INFORMATION.....

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

Questions? Call 1-8 [REDACTED] or visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

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. \[REDACTED\] .com](http://www. [REDACTED] .com).

Questions? Call 1-8 [REDACTED] or visit [www. \[REDACTED\] .com](http://www. [REDACTED] .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._____.com or free assistance by calling the Settlement Administrator appointed by the Court at [1-800-XXX-XXXX](tel:1-800-XXX-XXXX) (toll-free).

Questions? Call 1-8 [_____](tel:1-800-XXX-XXXX) or visit www._____.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 **Month 00, 2025**. You can submit the claim form in two ways: First, you can electronically file your Claim Form at www.xxxxxxxx.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**

Questions? Call 1-8 [REDACTED] or visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

Action Settlement, P.O. Box xxxx,

Claim Forms sent by U.S. Mail must be postmarked by **Month 00, 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. on **Month 00, 2025**.

To receive instructions on submitting a Claim Form, please contact the Settlement Administrator at **1-800-XXX-XXXX**, visit www.xxxxxxxxxx.com, or email info@xxxxxxxx.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 **1-800-XXX-XXXX** or write the Settlement Administrator at info@xxxxxxxx.com or PGAC Class Action Settlement, c/o XXXXXXXXXXXXXXXX, P.O. Box xxxx, XXXXXXXXXXXX.

12. When would I get my settlement payment?

The Court will hold a Final Fairness Hearing on **Month 00, 2025, at XX:00 a.m./p.m. Central Time** to decide whether to finally approve the Proposed Settlement. If approved, settlement payments could begin within _____ 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.xxxxxxxxxxxxxxxxxx.com.

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

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

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

Questions? Call 1-8 _____ or visit www._____.com.

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

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

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

Questions? Call 1-8 [1800333333](tel:1800333333) or visit www._____.com.

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.

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 **Month 00, 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).

Questions? Call 1-8 [REDACTED] or visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

Your written exclusion request letter must be postmarked by **Month 00, 2025**. Mail your letter to:

PGAC Class Action Settlement

EXCLUSIONS

c/o XXXXXX

P.O. Box xxxx

XXXXX, XXXXX XXXXX

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 **Month 00, 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 **Month 00, 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;

Questions? Call 1-8 [REDACTED] or visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

- (d) certification that you are a member of the Settlement Class;
- (e) a statement of each objection(s) 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, 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 MONTH 00, 2025:**

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

Hunter Ely
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 Month 00, 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.

Questions? Call 1-8 [REDACTED] or visit www.[REDACTED].com.

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.xxxxxxxxxxxxxx.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 **xxxx a.m. Central Time on MONTH 00, 2025, in Courtroom xxx** 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.xxxxxxxxxxxxxx.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?

Questions? Call 1-8 [1800XXXXXXX](tel:1800XXXXXXX) or visit www.xxxxxxxxxxxxxx.com.

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 **Month 00, 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.XXXXXXXXXXXXXX.com.

27. How do I get more information?

You can call or write to the Settlement Administrator at [1-800-XXX-XXXX](tel:1-800-XXX-XXXX), PGAC Class Action Settlement, c/o XXXXXXXX, P.O. Box xxxxx, XXXXX, XXXXXX XXXXX, or info@xxxxxxxxxxxx.com. You can also visit the website at www.xxxxxxxxxxx.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.

Questions? Call 1-8 [REDACTED] or visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

EXHIBIT 5

Exhibit 5 -- "Class Period" shall be defined as follows:

1. For Settlement Class Members whose accounts were established in Georgia: the period from July 17, 2014 to January 1, 2025.
2. For Settlement Class Members whose accounts were established in Alabama: the period from January 19, 2018 to January 1, 2025.
3. For Settlement Class Members whose accounts were established in California: the period from May 11, 2018 to January 1, 2025.
4. For Settlement Class Members whose accounts were established in Alaska: the period from February 20, 2022 to January 1, 2025.
5. For Settlement Class Members whose accounts were established in Arkansas: the period from February 20, 2020 to January 1, 2025.
6. For Settlement Class Members whose accounts were established in Delaware: the period from February 20, 2022 to January 1, 2025.
7. For Settlement Class Members whose accounts were established in District of Columbia: the period from February 20, 2022 to January 1, 2025.
8. For Settlement Class Members whose accounts were established in Maryland: the period from February 20, 2022 to January 1, 2025.
9. For Settlement Class Members whose accounts were established in Mississippi: the period from February 20, 2022 to January 1, 2025.
10. For Settlement Class Members whose accounts were established in New Hampshire: the period from February 20, 2022 to January 1, 2025.
11. For Settlement Class Members whose accounts were established in North Carolina: the period from February 20, 2022 to January 1, 2025.
12. For Settlement Class Members whose accounts were established in South Carolina: the period from February 20, 2022 to January 1, 2025.
13. For Settlement Class Members whose accounts were established in Colorado: the period from February 20, 2022 to January 1, 2025.
14. For Settlement Class Members whose accounts were established in Kentucky: the period from February 20, 2010 to January 1, 2025.
15. For Settlement Class Members whose accounts were established in Pennsylvania: the period from February 20, 2021 to January 1, 2025.

16. For Settlement Class Members whose accounts were established in Texas: the period from February 20, 2021 to January 1, 2025.
17. For Settlement Class Members whose accounts were established in Idaho: the period from February 20, 2020 to January 1, 2025.
18. For Settlement Class Members whose accounts were established in Kansas: the period from February 20, 2020 to January 1, 2025.
19. For Settlement Class Members whose accounts were established in Missouri: the period from February 20, 2020 to January 1, 2025.
20. For Settlement Class Members whose accounts were established in Nebraska: the period from February 20, 2020 to January 1, 2025.
21. For Settlement Class Members whose accounts were established in Oklahoma: the period from February 20, 2020 to January 1, 2025.
22. For Settlement Class Members whose accounts were established in Virginia: the period from February 20, 2020 to January 1, 2025.
23. For Settlement Class Members whose accounts were established in Arizona: the period from February 20, 2019 to January 1, 2025.
24. For Settlement Class Members whose accounts were established in Connecticut: the period from February 20, 2019 to January 1, 2025.
25. For Settlement Class Members whose accounts were established in Indiana: the period from February 20, 2015 to January 1, 2025.
26. For Settlement Class Members whose accounts were established in Maine: the period from February 20, 2019 to January 1, 2025.
27. For Settlement Class Members whose accounts were established in Minnesota: the period from February 20, 2019 to January 1, 2025.
28. For Settlement Class Members whose accounts were established in Nevada: the period from February 20, 2019 to January 1, 2025.
29. For Settlement Class Members whose accounts were established in New Mexico: the period from February 20, 2019 to January 1, 2025.
30. For Settlement Class Members whose accounts were established in New York: the period from February 20, 2019 to January 1, 2025.

31. For Settlement Class Members whose accounts were established in North Dakota: the period from February 20, 2019 to January 1, 2025.
32. For Settlement Class Members whose accounts were established in Ohio: the period from February 20, 2019 to January 1, 2025.
33. For Settlement Class Members whose accounts were established in Oregon: the period from February 20, 2019 to January 1, 2025.
34. For Settlement Class Members whose accounts were established in South Dakota: the period from February 20, 2019 to January 1, 2025.
35. For Settlement Class Members whose accounts were established in Tennessee: the period from February 20, 2019 to January 1, 2025.
36. For Settlement Class Members whose accounts were established in Vermont: the period from February 20, 2019 to January 1, 2025.
37. For Settlement Class Members whose accounts were established in Washington: the period from February 20, 2019 to January 1, 2025.
38. For Settlement Class Members whose accounts were established in Wisconsin: the period from February 20, 2019 to January 1, 2025.
39. For Settlement Class Members whose accounts were established in Montana: the period from February 20, 2017 to January 1, 2025.
40. For Settlement Class Members whose accounts were established in Illinois: the period from February 20, 2015 to January 1, 2025.
41. For Settlement Class Members whose accounts were established in Iowa: the period from February 20, 2015 to January 1, 2025.
42. For Settlement Class Members whose accounts were established in Louisiana: the period from February 20, 2015 to January 1, 2025.
43. For Settlement Class Members whose accounts were established in Rhode Island: the period from February 20, 2015 to January 1, 2025.
44. For Settlement Class Members whose accounts were established in West Virginia: the period from February 20, 2015 to January 1, 2025.
45. For Settlement Class Members whose accounts were established in Wyoming: the period from February 20, 2015 to January 1, 2025.