

**IN THE SUPERIOR COURT OF LUMPKIN COUNTY
STATE OF GEORGIA**

**JENNIFER SAVAGE and RICKY
TOW, individually
and on behalf of a class of
similarly situated persons as defined
herein,**

Plaintiffs,

v.

**GEICO INDEMNITY
COMPANY,**

Defendant.

CASE NO.: SUCV2024000382

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into by Plaintiffs Ricky Tow (“Tow”) and Jennifer Savage (“Savage”) (collectively, “Plaintiffs”) and Defendant GEICO Indemnity Company (“Defendant”), along with all related, affiliated, parent and subsidiary companies underwriting personal automobile insurance policies in Georgia (“GEICO”) pursuant to O.C.G.A. 9-11-23. For the purposes of this Agreement, “Parties” refers, collectively, to GEICO and Plaintiffs.

This Agreement effects a full and final settlement and dismissal with prejudice of all of the Released Claims against all Released Persons, as defined below, relating to the following matter: *Jennifer Savage and Ricky Tow v. GEICO Indemnity Company*, Case No. SUCV2024000382 (Superior Court of Lumpkin County, Georgia) (the “Action”).

RECITALS

WHEREAS, on June 10, 2024, Plaintiffs filed a putative class action suit against Defendant; and

WHEREAS, Plaintiffs allege generally that Defendant failed to fully compensate Georgia automobile insurance policyholders who submitted first-party total loss claims for license registration fees on those claims; and

WHEREAS, the Parties thereafter engaged in motion practice and exchanged information and documents pertinent to the claims and damages at issue; and

WHEREAS, the Parties thereafter engaged in settlement negotiations for a period of several weeks, with the exchange of various offers and counteroffers, numerous settlement conferences, and the exchange of information sufficient to conduct settlement negotiations in good faith; and

WHEREAS, Defendant has defended and intends to vigorously contest each and every claim in the Action, denies all material allegations of the Action, as to which Defendant asserts it has numerous merits and class defenses, and further maintains that it has consistently acted in accordance with governing laws at all times; and;

WHEREAS, Plaintiffs and Class Counsel, while believing that the claims asserted in the Action 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 in other cases, the relief secured in this Agreement, as well as the likelihood of success on any appeal of this Action, 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; and

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

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties that the Action be settled and compromised by Plaintiffs, the Settlement Class (defined below), and GEICO 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 Georgia policy of automobile insurance issued by GEICO in effect during the Class Period.
3. “Claim Payment” means the payment to be issued by GEICO to Settlement Class Members who submit valid, complete, and timely claims, as calculated in accordance with the terms of this Agreement.
4. “Claims Submission Deadline” means the date by which completed Claims must be submitted electronically to the Settlement Website to be considered timely, which is forty-five (45) days after email notice is first sent.
5. “Class Counsel” means the attorneys approved and appointed by the Court to represent the Settlement Class Members.
6. “Class Period” means September 16, 2019 to August 8, 2024.
7. “Court” means the Superior Court of Lumpkin County, Georgia.
8. “Effective Date” means thirty (30) days after the Final Order and Judgment is entered, if no appeal has been taken. If any appeals of such Final Order and Judgment are filed the Effective Date will be when such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing en banc, petitions for writ of certiorari, or other such appeal or other review has been full and finally resolved in such manner and affirms the Final Order and Judgment.

9. “Eligible Class Member” means a Settlement Class Member who timely submits a completed Claim and who may be eligible for a payment pursuant to the terms of the Final Settlement. If there is more than one named insured on an insurance policy that is an Eligible Class Member, then the total number of insureds on that policy shall collectively be considered as one Eligible Class Member for purposes of this Agreement.
10. “Email Notice” means the notice that will be sent to Class Members by Email, which will be in the form without material change from the Email Notice contained within Exhibit 1.
11. “Final Approval Hearing” means the fairness hearing conducted by the Court to consider final approval of this Agreement.
12. “Final Order and Judgment” means a final order from the Court granting Final Approval to the Settlement, disposing of all claims asserted in the Action with prejudice, and settling and releasing all claims consistent with the terms of this Agreement.
13. “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.
14. “Mail Notice” means the notice without material change from the Mail Notice contained within Exhibit 2.
15. “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, 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.”
16. “Long-Form Notice” means a notice substantially within the form contained in Exhibit 3 to be posted on the Settlement Website.
17. “Maximum Claim Payment” means the maximum amount to which a Settlement Class Member may be entitled as calculated pursuant to Section V below.
18. “Opt-Out List” means the list of valid and timely requests for exclusion from the Settlement Class compiled by the Settlement Administrator.

19. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
20. “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.
21. “Proposed Preliminary Approval Order” means the proposed order contained within Exhibit 4.
22. “Proposed Settlement” means the settlement described in this Agreement, before final approval by the Court.
23. “Released Claims” means and includes:

any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to GEICO’s alleged non-payment or underpayment of regulatory fees (including title and registration fees) that arise out of or relate to a total loss claim during the Class Period under an automobile insurance policy issued by GEICO in Georgia and based on any legal theory whatsoever relating to payment of regulatory fees to the fullest extent of the law and res judicata and/or claim preclusion protections.
24. “Released Persons” means GEICO and any of its members, parents, subsidiaries, affiliates, managers, past, present or future officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, divisions, or legal representatives thereof, and any other Person or entity who or which might be liable on the basis of any conduct by any of the foregoing.
25. “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 heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and/or future parent, subsidiaries and/or affiliated corporations, partnerships and/or other entities, and any other Person or entity who or which could or might assert any claim under or through any of the foregoing.

26. “Settlement Administrator” means a third-party settlement administrator selected by GEICO and jointly supervised by all counsel of record pursuant to the terms of this Agreement.
27. The “Settlement Class” is comprised of all Persons who are within the following group:
- All Georgia insureds: (1) under a personal automobile insurance policy issued by GEICO Indemnity Company and other GEICO entities that underwrite personal automobile insurance in Georgia (collectively, “GEICO”); who (2) submitted a first-party auto physical damage claim to GEICO during the Class Period (3) that was accepted and paid by GEICO as a total loss under the policy’s comprehensive or collision coverage; and (3) did not receive \$5 in License Plate Registration Transfer Fees (“License Plate Registration Transfer Fees”) in the settlement of their claim.
- The Settlement Class will be identified exclusively based on information in GEICO’s own records.
28. “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.
29. “Settlement Website” means the website to be maintained for this Settlement by the Settlement Administrator.
30. “Unknown Claims” means any unknown Released Claims arising out of facts found hereafter to be other than or different from the facts now believed to be true and relating to claims for regulatory fees to the full extent permitted by law and to the full extent of res judicata and/or claim preclusion protection.

II. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

1. Solely for the purpose of implementing this Agreement and effectuating the Proposed Settlement, GEICO stipulates to entry of a preliminary approval order (in the form of the Proposed Preliminary Approval Order contained within Exhibit 4 or including the substance of the Proposed Preliminary Approval Order contained within Exhibit 4), preliminarily certifying the Settlement Class, appointing Plaintiffs as representatives of the Settlement Class, and appointing the following as Class Counsel for the Settlement Class:

R. Brent Irby
LYONS IRBY LLC
brent@lyonsirby.com
2201 Arlington Ave. S
Birmingham, AL 35205
Telephone: (205) 936-8281

William Greg Dobson
Michael J. Lober
LOBER & DOBSON, LLC
wgd@lddllyers.com
mjlober@lddllyers.com
Robert E. Lee Building, Suite 201
830 Mulberry Street
Macon, Georgia 31201
Telephone: (478)745-7700

Todd L. Lord
Law Office of Todd L. Lord
attytlord@windstream.net
Post Office Box 901
4 Courthouse Square
Cleveland, Georgia 30528
Telephone: 706-219-2239

2. GEICO will pay the Settlement Administrator separately and in addition to amounts paid to the Settlement Class Members.
3. Plaintiffs shall submit this fully executed Agreement to the Court, and request entry of the Proposed Preliminary Approval Order, without material alteration from the document contained within Exhibit 1, or an Order that includes the substance of the Proposed Preliminary Approval Order contained within Exhibit 1, which specifically provides that:
 - a. The Court 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. Sets a Claims Submission Deadline by which the claims must be submitted in order to be deemed timely, which is within forty-five (45) days after the Email Notice is first sent to the Class;
 - 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 90 days after the Claims Submission Deadline;

- h. Appoints GEICO's selection of JND Legal Administration as the Settlement Administrator;
- i. Directs the Settlement Administrator to establish a toll-free telephone number at which the Settlement Class members may leave a message with questions to which the Settlement Administrator will respond within two business days, which shall be active through 90 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 75 days after entry of the Preliminary Approval Order;
- l. Requires the Settlement Administrator to file proof of completion of notice at least seven (7) 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 thirty (30) days after the Email Notice is first sent to the Class;
- 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 the 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; and
 - 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 GEICO will review and confirm joinder or lack of opposition upon agreement between the Parties on the substance of a mutually acceptable motion.
 5. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets all the class action prerequisites; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of Georgia law and Due Process; and (iii) the terms of the Settlement are fair, reasonable and adequate. For purposes of the Settlement, Plaintiffs are agreed upon as suitable Class Representatives.
 6. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representatives and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event this Agreement is terminated pursuant to its terms, or a Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Court's consideration, on the merits, of any properly submitted Motion for Class Certification. Plaintiffs and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by the Plaintiffs, Class Counsel, or GEICO in any other matter, whether or not related in any manner thereto, or by Defendant that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude GEICO from opposing or asserting any argument it may have with respect to the merits and/or certification of a class in this Action or any other matter.
 7. Upon the preliminary approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement.
 8. This Settlement is contingent upon approval by the Court. If the Settlement does not receive final and non-appealable Court approval, GEICO 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* 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 or e-mail addresses), GEICO shall search and determine from its records and database(s) those Settlement Class Members who fall within the class definition and its class period.
2. GEICO will pay all costs of effectuating and implementing the class notice set forth herein, separate and apart from payments made to Settlement Class Members.
3. Notice to the Settlement Class Members will be disseminated within 45 days of the Preliminary Approval Order. Notice shall include a Long Form Notice that will be posted on the Settlement Website. Notice will also include a Short Form Notice that will be sent by email to the extent such addresses are maintained and kept by GEICO ("Email Notice"). The Email Notice will have a link to the Settlement Website. For Class Members for whom GEICO does not have an email address, Short Form Notice will be mailed by postcard to the last known address of the insured, including skip trace re-mailing for any undelivered mail ("Mailed Notice"), which will include directions for how to submit a claim through the Settlement Website.
4. For those Settlement Class Members to whom the Mail Notice was returned as undelivered with a forwarding address, the Settlement Administrator shall mail a second Mail Notice to the forwarding address provided. If no forwarding address is provided with returned mail, the Settlement Administrator shall not be required to send a second Mail Notice.
5. All Notices shall contain a numeric or alphanumeric identifier that is unique to each potential Settlement Class Member ("Claimant ID") and a unique personal identification number ("PIN").
6. 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.
7. The Settlement Administrator shall maintain any Notices that are returned as undeliverable.
8. The Settlement Administrator shall post important information and documents, including the Long Form Notice, 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 total loss claim number or Claim ID, PIN and an electronic signature, fill out and submit a Claim on the Settlement Website. The Parties shall mutually agree on the URL address for the website, which shall not include the name of GEICO and shall not contain any advertising or bear the logos or trademarks of GEICO. 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 90 days after the Claims Submission Deadline, after which time the Settlement Website shall be taken down.

9. The Settlement Administrator shall also create and make available to Settlement Class Members a toll-free number at which Settlement Class members may leave a message with questions to which the Settlement Administrator will respond within two business days. The toll-free number shall be active through 90 days after the Claims Submission Deadline and must then be deactivated.

IV. SETTLEMENT ADMINISTRATOR

1. GEICO agrees to pay all reasonable class settlement administration costs. The Parties agree that a third party, chosen by GEICO, shall be appointed as Settlement Administrator to perform the services described herein. GEICO shall be solely responsible for the payment of the Settlement Administrator's fees and costs. Payments to Settlement Class Members will not be impacted or affected in any way due to GEICO's agreement to pay the fees and costs of the Settlement Administrator.
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. The Settlement Administrator will be jointly supervised by counsel for the Parties.
3. Neither GEICO nor Plaintiffs, nor any of the Released Persons, nor any of the Releasing Persons, nor any of their counsel, including Class Counsel and GEICO's Counsel, shall be liable for any act, or failure to act, of the Settlement Administrator.

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 and must not have submitted a request for exclusion.
2. The Maximum Claim Payment paid to each individual Eligible Class Member who submits a timely, complete, and valid claim will be five dollars (\$5.00) in License Plate Registration Transfer Fees. Payments to Settlement Class Members who submit valid claims will be reduced by the amount of any license or registration fee payments made by GEICO as part of the settlement of their total loss claim and the

Settlement Class Members' pro rata share of any attorneys' fees and attorneys' costs.

3. 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. 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.
4. All terms or payment limitations provided for under GEICO's policies and the Georgia Statutes and/or regulations remain applicable to the Settlement Class Members, except as provided herein.

VI. CLAIM SUBMISSIONS

1. This is a "claims-made" settlement. In addition to Defendant's belief that it has a reasonable chance of success as to any trial or appeal related to the Action, because of the costs, resources, and time that would be incurred, Defendant asserts that it would not have settled the Action 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 via the Settlement Website using their total loss claim number or Claimant ID and PIN. A Claimant ID is unique to each Settlement Class Member shall be included with the Notice.
3. To be considered for payment, a completed and signed claim must be submitted electronically through the Settlement Website no later than 11:59 p.m. Eastern Standard Time on the Claims Submission Deadline, which is forty-five (45) days after the Email Notice is first sent. The timeliness of the electronic submission of the Claims shall be determined by the Settlement Administrator.
4. A Settlement Class Member must in submitting a claim (i) affirm Settlement Class membership; (ii) affirm his or her identity; and (iii) electronically sign the claim attesting to the accuracy of the information contained in the submitted claim to the best of the Settlement Class Member's knowledge. Each individual Settlement Class Member claim will have a corresponding Claimant ID (assigned by the Settlement Administrator for tracking purposes) which will be listed on the Notice. Claims must be submitted individually by each Settlement Class Member and shall not be submitted collectively or in groups.

VII. CLAIMS ADMINISTRATION

1. Claims that are timely submitted to the Settlement Administrator shall be processed as follows:
 - a. If a Claim is deemed defective and not eligible for payment, the claimant shall have one (1) opportunity to cure the defect by submitting a corrected Claim within ten (10) days of notice sent by the Settlement Administrator. No further opportunities to cure will be allowed by the Settlement Administrator.
 - b. GEICO reserves the right to audit or challenge individual claims submitted by Settlement Class Members on a case-by-case basis. If GEICO challenges a claim submission, within sixty (60) days after Final Approval (and after appeal deadlines have run), GEICO will explain in writing to the Settlement Class Member the reason why GEICO does not believe the claim is valid, a copy of which will be provided to Class Counsel. Class Counsel will provide any response to disputed claims within 15 days after receipt of the same. Any disagreements between Class Counsel, GEICO and/or the claimant concerning the validity of a submitted claim will be resolved by the Settlement Administrator or a neutral arbitrator with expenses to be split between the parties.
 - c. For those claims that GEICO does not challenge as invalid, GEICO 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.
 - d. Properly completed, timely submitted, and eligible claims shall be paid starting the later of ninety (90) days after the Effective Date (or ninety (90) days after the resolution of any appeals or other post-judgment relief if sought), or, if applicable, fifteen (15) days after a Class Member cures any deficiencies with the claim submission raised by GEICO.
 - e. Individual payment checks or electronic payment for each properly completed, timely submitted, and eligible claim shall be, at GEICO's discretion, issued by GEICO or the Settlement Administrator. All settlement checks shall remain negotiable for 90 days after issuance. If a check has not been cashed within that 90-day time period, GEICO is entitled to void or cancel those checks and is not obligated to re-issue the same and thereby may retain such funds. Any uncashed checks after the 90-day stale date shall revert to GEICO since no fund is being created, as opposed to an anticipated settlement amount, which also means no escheatment process is required.

- f. Claims that are not fully completed and/or not timely submitted, as determined by the Settlement Administrator, shall not be considered for payment.
- g. GEICO and Class Counsel may request periodic status reports from the Settlement Administrator in order to monitor the status of the Settlement, including as to Notice and claims submissions.

VIII. NON-MONETARY CONSIDERATION

- 1. GEICO agrees to continue to pay five dollars (\$5.00) in License Fees in the settlement of first-party total loss claims under Georgia personal automobile insurance policies on a going forward basis except in the event of a change in Georgia law, a change in the License Fees charged by the state of Georgia, change in the terms of the applicable insurance policies or difference in the insurance policy terms applicable to the issues in the Action.

IX. ATTORNEYS' FEES AND COSTS AWARD

- 1. Class Counsel's entitlement, if any, to an Attorneys' Fee Award, 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. Defendant 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 funds made available to pay Settlement Payments to Settlement Class Members, in a total amount that shall not exceed \$158,333 for attorneys' fees and costs ("Maximum Attorneys' Fees and Costs Award"). This amount represents one-third of the total value of the settlement, which is valued at \$425,000, inclusive of monetary consideration and non-monetary consideration.
- 3. Payment of any attorneys' fees and costs award, are to be paid on a pro rata basis out of the funds made available to make Settlement Payments to Settlement Class Members and class representatives, with GEICO paying the pro-rata share of Settlement Class Members who do not submit a Claim.
- 4. GEICO will not oppose or object to a motion requesting an award of attorneys' fees, costs, and expenses to be paid to Class Counsel in an amount not exceeding the Maximum Attorneys' Fees and Costs Award of \$158,333. As long as the Attorneys' Fee Award does not exceed the Maximum Attorneys' Fees and Costs Award, GEICO will not appeal the Attorneys' Fee Award 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. Class Counsel represent that they have conferred with all attorneys for

Plaintiffs and 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.

5. Attorneys' fees and costs shall be payable within fifteen (15) days after the Effective Date. GEICO shall not be obligated to pay any attorneys' fees and costs if the Proposed Settlement is not finally approved and/or sustained on appeal. Provided that Plaintiffs have provided Defendants with instructions to pay by check or wire and a completed IRS Form W9 and cancelled check at least 7 days prior to the Effective Date, then within 15 days after the Effective Date, GEICO shall pay a designated Class Counsel firm the Attorneys' Fees and Court-awarded costs. Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees to that firm. GEICO shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of Attorneys' Fees, Court-awarded costs, or any other payments from the Cash Settlement Benefits not specifically described herein.

X. CLASS REPRESENTATIVE SERVICE AWARDS

1. Class Counsel may petition the Court for Service Awards not to exceed \$2,000.00 each for each Class Representative's service to the Settlement Class and the time and effort that Class Representative personally invested in this action. If approved, the Service Awards will be paid by GEICO exclusively and independently of any class settlement benefits, attorney's fees and costs, and settlement administration costs. Class Counsel shall be responsible for distributing to the Class Representatives any Service Awards awarded by the Court and paid by GEICO. Service Awards shall be payable within fifteen (15) days after the Effective Date. Service Awards will be paid by check mailed to Class Counsel.

XI. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION OF AGREEMENT

1. The Plaintiffs, Settlement Class Members and GEICO consent to the entry of a Final Judgment substantially in the form described in Section XI below and without material alteration from the form of Final Judgment contained within Exhibit 2, with the understanding that the parties may include additional case law to support a final approval of the Settlement Agreement.
2. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement is impaired in any material way, then GEICO shall have the option of terminating this Agreement and withdrawing its consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and

effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. GEICO shall have 15 days from the event triggering its option to inform Class Counsel that it is exercising its option of terminating this Agreement.

3. If the Court does not finally approve the Settlement, all obligations of GEICO under this Agreement terminate, including but not limited to any obligation to pay attorneys' fees or Class Representative Fees, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Additionally, the Parties agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by GEICO that certification as a class is appropriate in any other litigation, or otherwise shall preclude GEICO from opposing or asserting any argument it may have with respect to certification of a class in this Action if the Settlement is not consummated.
4. GEICO, in its sole discretion, may elect to terminate this Agreement if more than five percent (5%) of potential Class Members object to and/or Opt-Out of this Settlement or if the Plaintiffs or any Settlement Class Member with an attorney client relationship to Class Counsel or their firms, opts out, excludes himself or herself from, or objects to the Settlement Class or this Settlement. GEICO must exercise this right within 30 calendar days of the opt-out deadline. In the event of a termination pursuant to this Paragraph, the parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order.

XII. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

1. At least seven (7) 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, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against GEICO and all the Released Persons, and are bound by the provisions of this Agreement;
- i. Dismisses all claims in the Action 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 the amount of the Class Representative Fees awarded to the Class Representatives;
- k. Reappoints the Settlement Administrator to continue to administer the Final Settlement;
- l. Orders that Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any opt out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining

separate counsel, without specifically identifying options for such counsel will not violate this provision;

- m. Permanently bars and enjoins the Plaintiffs and each and every Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any and all of the Released Claims against any and all of the Released Persons; and
- n. Retains jurisdiction to enforce the Agreement and Final Judgment.

XIII. 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, total loss claim number or Claim ID, 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 thirty (30) days after the Email/Mail Notice is first sent. 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 GEICO 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 seven (7) 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 thirty (30) after the Email Notice is first sent. In addition, any objection or motion to intervene must be postmarked and mailed to:

Class Counsel:

R. Brent Irby
LYONS IRBY, LLC
2201 Arlington Ave. S
Birmingham, AL 35205

and

Counsel for Defendant:

Kymerly Kochis
EVERSHEDS SUTHERLAND (US) LLP
1114 Avenue of the Americas
New York, NY 10036

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 individually 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 *Savage/Tow v. GEICO*, Case No. SUCV2024000382 (Superior Court of Lumpkin County, Georgia)";
 - 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 at the Final Approval Hearing, 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 Georgia automobile policies with GEICO, total loss claim number 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 to the Proposed Settlement. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against GEICO 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 GEICO. 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 GEICO and Class Counsel a copy of each notice of intent to object received by the Settlement Administrator.

XIV. DENIAL OF LIABILITY

1. Were it not for this Settlement, Defendant would have vigorously contested each and every claim in the Action. Defendant maintains that it has consistently acted in accordance with governing laws at all times. Defendant vigorously denies all the material allegations set forth in the Action. Defendant nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Agreement. Defendant reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendant to conduct its business unhampered by the distractions of continued litigation. The settlement of this matter by Defendant, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against any of the Released Persons.
2. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by the Released Persons, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of GEICO at its sole discretion.
3. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude GEICO from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding.

XV. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

1. Plaintiffs, on behalf of the Releasing Persons, hereby expressly acknowledge and agree, on their 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 any and all of the Released Persons of and from any and 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 any and all of 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, 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 Action will be dismissed with prejudice as to Defendant, 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.

XVI. RETENTION AND CONFIDENTIALITY OF RECORDS

1. The Settlement Administrator, Class Counsel, and GEICO shall retain copies or images of all returned Notices and Claims 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 GEICO'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.
3. GEICO asserts that the following constitutes highly confidential and proprietary business information of GEICO (the "Proprietary Information"): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by GEICO in effectuating the Proposed Settlement; and (b) any electronic data processing and other record keeping procedures and materials that may be utilized by GEICO in identifying the Settlement Class Members and effectuating GEICO's other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by GEICO shall be protected from disclosure by Class Counsel and/or other attorneys for the

Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 4 below.

4. No persons other than GEICO, GEICO's Counsel, and clerical/administrative personnel employed by GEICO or GEICO's Counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Settlement Administrator, if applicable, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.
5. Within 30 days after all of GEICO's obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by GEICO to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to GEICO's counsel certifying their compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.
6. Class Counsel and the Plaintiffs shall not make any statements on social media or to the media, press, reporters, journalists, etc., whether orally or in writing, about the Action, or this Agreement, other than to say no comment or make a statement agreed to by both parties, except in a *bona fide* court proceeding relating to the subject matter of the Action, and shall not in any way make any statements disparaging of GEICO in any way related to the subject matter of the Action.

XVII. REPRESENTATION OF OPT OUTS.

1. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any opt out or any other person seeking to litigate with any of the Released Persons over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel), any opt out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

XVIII. DECEASED CLASS MEMBERS

1. Claims may be submitted, along with sufficient proof of representative status, by a Legally Authorized Representative on behalf of a deceased Settlement Class Member's estate.

XIX. INCAPACITATED CLASS MEMBERS

1. Claims may be submitted by a Legally Authorized Representative on behalf of an incapacitated Settlement Class Member.

XX. TAX OBLIGATIONS

1. Tax obligations which may arise by virtue of the Settlement Class Payments made pursuant to this Agreement, if any, are solely the responsibility of the Persons who receive such Settlement Class Payments, and are not in any way the responsibility of GEICO or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

XXI. 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, GEICO shall not be obligated to make any payments or provide any other 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 Action.
2. As described in this Agreement, GEICO will pay all costs incurred to implement and effectuate this Proposed Settlement, including, but not limited to, administrative costs, notice costs, claims handling cost, postage, website maintenance, and all other costs necessary to comport with this Agreement. These costs are separate from, and not included within, the lawsuit costs and expenses that GEICO has agreed to pay in part, if ordered by the Court, as part of the Attorneys' Fees and Costs Award. Likewise, these costs are separate from, and not included within, the class representative award GEICO has agreed to pay.
3. 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, other than the warranties and representations expressly made in this Agreement.

4. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients.
5. 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.
6. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Order and Judgment or collateral attack on the Agreement or Final Order and Judgment.
7. 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.
8. This Agreement shall be deemed to have been drafted by all the Parties hereto and their counsel, so will not be construed against either of the Parties.
9. 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.
10. 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.
11. This Agreement may be executed in counterparts, each of which shall constitute an original.
12. This Agreement may be amended or modified only by a written instrument signed by all Parties.
13. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Georgia, without regard to principles of conflicts of law.
14. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made part of this Agreement.

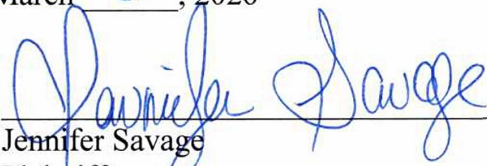
15. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.
16. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties.
17. The terms of all confidentiality agreements and orders in the Action 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.
18. 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, no statement will be issued and “no comment” shall be the response by all Parties.
19. The Parties will request the Court in the action to retain exclusive and continuing jurisdiction over this litigation, the Parties, their counsel, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits and payments, and the implementation and enforcement of its terms, conditions, and obligations.

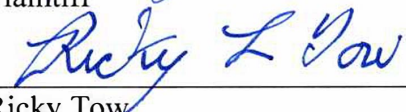
IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

[SIGNATURES ON FOLLOWING PAGE]

ON BEHALF OF PLAINTIFFS:

Date: ^{April} ~~March~~ 2, 2026

By: 
Jennifer Savage
Plaintiff

By: 
Ricky Tow
Plaintiff

APPROVED AS TO FORM AND SUBSTANCE:

LYONS IRBY, LLC

By: _____
R. Brent Irby

LOBER & DOBSON, LLC

By: _____
William Greg Dobson

LAW OFFICE OF TODD L. LORD

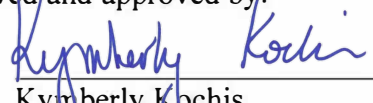
By: _____
Todd L. Lord

*Attorneys for Plaintiff
and the Settlement Class*

ON BEHALF OF GEICO:

Date: April 21, 2026

Received and approved by:

By: 
Kimberly Kochis
Alexander Fuchs

ON BEHALF OF PLAINTIFFS:

Date: March __, 2026

By: _____
Jennifer Savage
Plaintiff

By: _____
Ricky Tow
Plaintiff

APPROVED AS TO FORM AND SUBSTANCE:

LYONS IRBY, LLC

By: R. Brent Irby
R. Brent Irby

LOBER & DOBSON, LLC

By: William Greg Dobson (by RBI w/ express permission)
William Greg Dobson

LAW OFFICE OF TODD L. LORD

By: Todd Lord (by RBI w/ express permission)
Todd L. Lord

*Attorneys for Plaintiff
and the Settlement Class*

ON BEHALF OF GEICO:

Date: March __, 2026

Received and approved by:

By: _____
Kymberly Kochis
Alexander Fuchs
EVERSHEDS SUTHERLAND (US) LLP
1114 Avenue of the Americas, 40th Floor
New York, NY 10036-7703
Tel: (212) 389-5068

Attorneys for Defendant

EXHIBIT 1

EMAIL

To:
From:
Subject: Savage/Tow License Fee Class Action Settlement

**SUPERIOR COURT OF LUMPKIN COUNTY, GEORGIA
Savage/Tow v. GEICO Indemnity Co., Case No. SUCV2024000382)**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT
PLEASE READ CAREFULLY**

You received this notice because you were an insured of GEICO Indemnity Company or one of its affiliated entities writing personal automobile insurance policies in Georgia (the “Insurers”). The class action lawsuit above alleges that the Insurers breached their insurance contracts by failing to fully compensate Georgia automobile insurance policyholders for License Plate Registration Transfer Fees in the settlement of first-party total loss claims between September 16, 2019 and August 8, 2024 (the “Class Period”). A proposed settlement of this lawsuit has been reached. The Insurers deny the allegations against them and do not admit any wrongdoing. Under the proposed settlement, you may be entitled to receive up to \$5.00 if you submitted a total loss claim during the Class Period and did not receive five dollars (\$5.00) in license or registration fees in the settlement of the claim. You can learn more about the case and the proposed settlement at www._____.com, or by calling the settlement administrator at 1-XXX-XXX-XXX.

To be eligible and considered for a potential payment from the settlement you must timely submit a completed claim by _____, 2026. Instructions on how to submit a claim can be found at www._____.com. Or you may call the settlement administrator at 1-XXX-XXX-XXXX for instructions

The attorneys appointed by the Court to represent the Settlement Class will be applying for an award of attorneys’ fees and expenses from the Court, which will be deducted pro-rata from the amounts made available for payments to settlement class members.

If you wish to object to this settlement, you must file a written objection by _____, 2026, and you may (but are not required to) appear through counsel if you wish to do so. The exact procedure for objecting is provided at www._____.com. You may also call the settlement administrator at 1-XXX-XXX-XXXX for more information.

You may request exclusion from the Settlement Class. The exact procedure for excluding yourself or “Opting Out” of the class is provided at www._____.com. Again, you may also call the settlement administrator at 1-XXX-XXX-XXXX for more information.

If the Settlement Class is approved, you may receive compensation as set out in and subject to the terms of the Settlement Agreement, a copy of which is posted at www._____.com, and any legal action you may have against an Insurer regarding the conduct at issue in the lawsuit will be fully released and discharged. Your entitlement to payment, if any, is contingent on your submission of a signed, timely, completed, and valid Claim Form.

EXHIBIT 2

SUPERIOR COURT OF LUMPKIN COUNTY, GEORGIA
Savage/Tow v. GEICO Indemnity Co., Case No. SUCV2024000382)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT
PLEASE READ CAREFULLY

You received this notice because you were an insured of GEICO Indemnity Company or one of its affiliated entities writing personal automobile insurance policies in Georgia (the “Insurers”). The class action lawsuit above alleges that the Insurers breached their insurance contracts by failing to fully compensate Georgia automobile insurance policyholders for License Plate Registration Transfer Fees when settling first-party total loss claims between September 16, 2019 and August 8, 2024 (the “Class Period”). A proposed settlement of this lawsuit has been reached. The Insurers deny the allegations against them and do not admit any wrongdoing. Under the proposed settlement, you may be entitled to receive compensation, if you submitted a total loss claim during the Class Period and did not receive five dollars (\$5.00) in license or registration fees in settlement of the claim. You can learn more about the case and the proposed settlement at www._____.com, or by calling the settlement administrator at 1-XXX-XXX- XXX.

To be eligible and considered for a potential payment from the settlement you must timely submit a completed claim by _____, 2026. Instructions on how to submit a claim can be found at www._____.com. Or you may call the settlement administrator at 1-XXX-XXX-XXXX for instructions

The attorneys appointed by the Court to represent the Settlement Class will be applying for an award of attorneys’ fees and expenses from the Court, which will be deducted pro-rata from the amounts made available for payments to settlement class members.

If you wish to object to this settlement, you must file a written objection by _____, 2026, and you may (but are not required to) appear through counsel if you wish to do so. The exact procedure for objecting is provided at www._____.com. You may also call the settlement administrator at 1-XXX-XXX-XXXX for more information.

You may request exclusion from the Settlement Class. The exact procedure for excluding yourself or “Opting Out” of the class is provided at www._____.com. Again, you may also call the settlement administrator at 1-XXX-XXX-XXXX for more information.

If the Settlement Class is approved, you may receive compensation as set out in and subject to the terms of the Settlement Agreement, a copy of which is posted at www._____.com, and any legal action you may have against an Insurer regarding the conduct at issue in the lawsuit will be fully released and discharged. Your entitlement to payment, if any, is contingent on your submission of a signed, timely, completed, and valid claim.

EXHIBIT 3

**NOTICE OF
CLASS ACTION SETTLEMENT**

Savage/Tow v. GEICO Indemnity Co., Case No. SUCV2024000382)
(Superior Court of Lumpkin County, Georgia)

**A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.**

If You Made a Total Loss Claim on Your Georgia Automobile Insurance Policy with GEICO Indemnity Company or other GEICO entities between September 16, 2019 to August 8, 2024, you may be a member of the Settlement Class in this class action lawsuit.

The Parties in this class action lawsuit, Plaintiffs Jennifer Savage and Ricky Tow (also referred to as the Class Representatives), and Defendant insurance company GEICO Indemnity Company and all its affiliated entities writing personal automobile insurance policies in Georgia (“Insurers”), reached a Proposed Settlement on behalf of a Settlement Class which the Court preliminarily approved in a Preliminary Approval Order.

What is this class action lawsuit about? The Class Representatives sued alleging that GEICO Indemnity Company breached its insurance contracts by failing to fully compensate Georgia automobile insurance policyholders for License Plate Registration Transfer Fees when settling first-party total loss claims between September 16, 2019 and August 8, 2024.

The Insurers denied and continue to deny the allegations against them. Rather than continuing to litigate the matter, the Parties have reached a Proposed Settlement.

Your legal rights are affected whether you act or don’t act. The deadlines to exercise these rights are explained in this notice. Read carefully:

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 online. The deadline to submit a claim form is XXX, XXX, 2026.
OBJECT	Write to the Court about why you don’t like the Proposed Settlement. The deadline to object to the Proposed Settlement is xxxxxx, 2026.
OPT OUT	Write to the Settlement Administrator about why you do not wish to be a part of the Settlement Class or Proposed Settlement.

DO NOTHING	If you do nothing, you will <u>not</u> receive a settlement payment. But you will give up your right to sue the Insurers about the legal claims in this case. To receive a settlement payment, you must submit a claim.
-------------------	---

These rights and options—and the deadlines to exercise them—are explained in this Notice.

BASIC INFORMATION

2. What is the lawsuit about?

Plaintiffs allege that GEICO Indemnity Company breached its insurance contracts by failing to fully compensate Georgia automobile insurance policyholders for License Plate Registration Transfer Fees when settling first-party total loss claims for License Plate Registration Transfer Fees between September 16, 2019 and August 8, 2024. GEICO Indemnity Company 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 “Plaintiff” or “Class Representative,” represent a larger group of people called “Class Members” or the “Class” who may have similar claims against the “Defendants.” In a class action, one court resolves the specific issues in dispute for all Class Members, except those who exclude themselves from the Class.

Here, the Court has preliminarily decided that this lawsuit can be certified as a class action for settlement purposes only under the Georgia Rules governing class actions. Specifically, the Court found that for settlement purposes the Class Members are sufficiently numerous, there are questions of law and fact that are common to all Class Members that predominate over questions affecting individual Class Members, the Class Representative’s claims are typical of those of the Class, the Class Representative and Class Counsel are adequate to represent the Class, and proceeding as a Class is superior to the alternatives. The Settlement Agreement provides for a Settlement Class such that class certification shall be for settlement purposes only. 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._____.com.

4. Why is there a settlement?

Both sides agreed to a compromise settlement to avoid the cost and risk of a trial and a possible appeal. The Settlement also ensures that the class members affected will get compensation and relief to the extent that they qualify and timely submit a claim. In return, the Insurers get a general release of all claims for regulatory fees (including title and registration fees) that arise out of or relate to the total loss claims in the Class Period. The Class Representatives and Class Counsel believe the 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 settlement?

The parties have reached a settlement, which defines the settlement class (the “Class” or “Settlement Class” or “Class Members”) as:

All Georgia insureds: (1) under a personal automobile insurance policy issued by GEICO Indemnity Company and other GEICO entities that underwrite personal automobile insurance in Georgia (collectively, “GEICO”); who (2) submitted a first-party auto physical damage claim to GEICO during between September 16, 2019 and August 8, 2024 (3) that was accepted and paid by GEICO as a total loss under the policy’s comprehensive or collision coverage; and (3) did not receive \$5 in License Plate Registration Transfer Fees (“License Fees”) in the settlement of their claim.

Settlement Class Members will be identified exclusively based on information in the Insurers’ records.

If you received notice of the Settlement by email, then the parties believe that you may be a member of the Settlement Class based upon the Insurers’ records.

6. What if I’m still not sure if I am included?

If you still are not sure whether you are included in the Settlement as a Settlement Class Member, you can get additional information at www._____.com or obtain free assistance by calling the Settlement Administrator appointed by the Court at 1-800-XXX-XXXX.

THE SETTLEMENT BENEFITS — WHAT YOU CAN GET

7. What does the settlement provide?

Pursuant to the terms of the Proposed Settlement, the Insurers will provide compensation only to those Settlement Class Members who submit complete, timely, and valid claims.

8. What can I get from the settlement?

Settlement Class Members who submit a complete, valid and timely Claim will receive a settlement payment of up to five dollars (\$5.00) in License Plate Registration Transfer Fees. Payments to Settlement Class Members who submit valid claims will be reduced by the amount of any license or registration fee payments made by GEICO as part of the settlement of their total loss claim and the Settlement Class Members' pro rata share of any attorneys' fees and attorneys' costs awarded by the Court.

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 by xxxxx, 2026. You must electronically file the Claim at www.xxxxxxxx.com according to the instructions on the website. Claims must be submitted electronically through the settlement website by 11:59 p.m. EST on _____, 2026.

To receive instructions on submitting a Claim, please contact the Settlement Administrator at 1-800-XXX-XXXX or visit www.xxxxxxxx.com.

10. How many claim forms should I submit if I have multiple policies?

If you had multiple total loss claims during the Class Period, submit a claim for each total loss claim.

11. Do I need to submit any documents or information with the Claim?

You do not need to submit any documentation with your Claim. The Claim is simple to complete and tells you exactly what information you need to submit. Make sure you follow all instructions

on the Claim. If you need any assistance completing the Claim or need any instructions regarding the Claim, please call the Settlement Administrator at 1-800-XXX-XXXX or visit www.xxxxxxxxxx.com.

12. When would I get my payment?

The Court will hold a final fairness hearing on xxxxxx, 2026 at xxxxx a.m./p.m. Eastern time to decide whether to finally approve the Settlement. If the Court approves the Settlement, there could be appeals. If there are any appeals, these appeals could delay payment of claims, possibly for more than a year. Updates will be provided online at www.xxxxxxxxxxxxxxx.com.

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

Under the Settlement, “Released Claims” means any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to the Insurers’ alleged non-payment or underpayment of regulatory fees (including title and registration fees), with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by the Insurers’ in Georgia based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. “Unknown Claims” means any unknown Released Claims arising out of facts found hereafter to be other than or different from the facts now believed to be true and relating to claims for regulatory fees to the full extent permitted by law and to the full extent of res judicata and/or claim preclusion protection.

Under the Settlement, the “Released Persons” means the Insurers and any of their members, parents, subsidiaries, affiliates, managers, past, present or future officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, divisions, or legal representatives thereof, and any other Person or entity who or which might be liable on the basis of any conduct by any of the foregoing.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you’ll get no money from the Settlement and you will release all claims against the Released Persons about the legal issues in this case, as discussed above.

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:

R. Brent Irby LYONS IRBY, LLC brent@lyonsirby.com 2201 Arlington Ave. S Birmingham, AL 35205 Telephone: (205) 936-8281	William Greg Dobson Michael J. Lober LOBER & DOBSON, LLC Robert E. Lee Building, St 201 830 Mulberry Street Macon, Georgia 31201 Telephone: (478)745-7700	Todd L. Lord LAW OFFICE OF TODD L. LORD Post Office Box 901 4 Courthouse Square Cleveland, Georgia 30528 Telephone: 706-219-2239
---	---	--

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?

Under the terms of the Settlement, the lawyers can ask the Court for an award of attorneys' fees and reimbursement of litigation expenses up to \$158,333. This award is to compensate and reimburse the multiple law firms that have litigated this case for two years, expending hours of attorney time pursuing this case on behalf of the Class and the Settlement Class.

18. Will the Class Representatives receive compensation?

Yes. The Class Representatives will each receive a service award of \$2,000 to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives. Any service award will NOT reduce the money available to Settlement Class Members who submit valid and timely claims.

OPTING OUT OF THE CLASS ACTION

19. How do I “opt out” of or exclude myself from the Class Action?

You have an opportunity to exclude yourself from or “opt-out” of the Settlement Class and the Class Settlement. If you do not wish to participate in this Class Settlement, you should write to the Settlement Administrator stating an intention to “opt out” of or exclude yourself from the Settlement Class. Written notice must be provided to the following:

Savage/Tow Class Action Settlement
c/o XXXXXX
P.O. Box xxxx
XXXXX, XXXXX

This written notice must be sent to the Settlement Administrator **not later than** _____.

Any attempt to opt out by notice to the Clerk of the Court, the Court, or any person other than the Settlement Administrator shall be of no effect. Any attempt to opt out that is not sent to the Settlement Administrator within the deadlines set forth in the Settlement Agreement shall be of no effect.

OBJECTING TO THE SETTLEMENT

20. How do I object to the Court if I don’t like the settlement?

If you’re a Settlement Class Member and do not opt out of the Settlement, you may object to any part of the Proposed Settlement, and the Court will consider your views. You must submit any objection in writing. The procedures for submitting written objections are set out below. **A written objection (and any support for it) must be filed with the Clerk of Court and received no later than xxxxxxx, 2026 (the “Objection Deadline”) by all the following:**

Clerk of Court	R. Brent Irby	Kymerly Kochis
325 Riley Road	LYONS IRBY, LLC	EVERSHEDS SUTHERLAND
Dahlonega, GA 30533	2201 Arlington Avenue South	(US) LLP
	Birmingham, Alabama 35205	1114 Avenue of the Americas
		New York, New York 10036

Settlement Administrator [**insert address**]

If you hire an attorney in connection with making an 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 addressees above no later than the Objection Deadline.** If you do hire your own attorney, you will be responsible for payment of all fees and

expenses that the attorney incurs on your behalf. If you want to object, you must file your objection in writing to the Court. Your objection *must* include:

- (a) a caption or title that identifies it as “Objection to Class Settlement” in “*Savage/Tow v. GEICO*, Case No. SUCV2024000382 (Superior Court of Lumpkin County, Georgia)”;
- (b) your full name, signature, home address and telephone number, or other information sufficient to identify the Settlement Class Member;
- (c) a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;
- (d) certification that you are a member of the Settlement Class;
- (e) a statement of each objection(s) asserted;
- (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 Georgia automobile policies with Defendants or other documentary proof of membership in the Settlement Class; and
- (l) disclosure of any other class action settlements to which you or any or 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.

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 the Court has set to consider whether to give final approval to the Settlement Agreement. You are not required to attend the hearing. Lack of attendance at the Final Fairness Hearing will not prevent the Court from considering your objection. 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 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 the Objection Deadline.

If you do not file an objection as described above, you will be deemed to have waived any and all objections to the Settlement, to have consented to the Court's certification of and jurisdiction over the Settlement Class, and to have released the claims as defined in the Settlement Agreement (which is available online at www.xxxxxxxxxxxxxx.com).

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at xxxx a.m. Eastern time on xxxxxxxxxxxx, 2026 in Courtroom xxx, at the White County Courthouse, _____. 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 that have been submitted in writing in advance of the hearing, the Court will consider them. 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 award Class Counsel the amount they are requesting for attorneys' fees and expenses. After the hearing, the Court will decide whether to approve the Settlement.

OBTAINING ADDITIONAL INFORMATION

22. Are there more details about the 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.

23. How do I get more information?

You can call the Settlement Administrator at 1-800-XXX-XXXX . 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.

EXHIBIT 4

**IN THE SUPERIOR COURT OF LUMPKIN COUNTY
STATE OF GEORGIA**

JENNIFER SAVAGE and RICKY TOW,
individually and on behalf of a class of
similarly situated persons as defined herein,

Plaintiff,

v.

GEICO INDEMNITY COMPANY,

Defendant.

Case Number:
SUCV2024000382

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND
CERTIFYING THE SETTLEMENT CLASS**

This matter comes before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Jennifer Savage and Ricky Tow and Defendant GEICO Indemnity Company and all its affiliated entities writing personal automobile insurance policies in Georgia (collectively, the "Parties") have agreed to settle this action under the terms and conditions set forth in the Settlement Agreement ("Settlement"), which was executed by the Parties. The Parties reached the Settlement through arm's-length negotiations. Pursuant to the Settlement Agreement, subject to the terms and conditions therein and subject to Court approval, Plaintiffs and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement Agreement has been filed with the Court, and Plaintiffs and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement Agreement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court currently has jurisdiction over the subject matter and the Parties to this Action; (2)

the proposed Settlement Class meets the requirements of O.C.G.A. § 9-11-23 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed the Class Representatives and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy O.C.G.A. § 9-11-23 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application"), and their rights to opt-out of the Settlement Class or object to the Settlement and/or Class Counsel's Fee Application; (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to O.C.G.A. § 9-11-23, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.
2. The Court currently has jurisdiction over the subject matter and Parties to this proceeding.
3. Venue is proper in this Court.

Provisional Class Certification and Appointment of the Class Representative and Class Counsel

1. In considering whether to provisionally certify a settlement, a court must consider the same factors that it would consider in connection with a proposed litigation class—i.e. all O.C.G.A. § 9-11-23(a) factors and at least one of the requirements under O.C.G.A. § 9-11-23(b) must be satisfied—except that the court need not consider the manageability of a potential trial, since the settlement if approved, would obviate the need for a trial. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

2. The Court finds, for settlement purposes only, that the O.C.G.A. § 9-11-23 factors are present, and thus certification of the proposed Settlement Class is appropriate. The Court, therefore, certifies the following Settlement Class:

All Georgia insureds: (1) under a personal automobile insurance policy issued by GEICO Indemnity Company and other GEICO entities that underwrite personal automobile insurance in Georgia (collectively, “GEICO”); who (2) submitted a first-party auto physical damage claim to GEICO during the class period (3) that was accepted and paid by GEICO as a total loss under the policy’s comprehensive or collision coverage; and (3) did not receive \$5 in License Plate Registration Transfer Fees (“License Plate Registration Transfer Fees”) in the settlement of their claim.

3. The Court specifically determines that, for settlement purposes only, the Settlement Class meets all the requirements of O.C.G.A. § 9-11-23(a) and O.C.G.A. § 9-11-23(b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action; that questions of law or fact common to the members of the Settlement Class predominate over questions affecting

only individual members; and that a class action is superior to other methods available for the fair and efficient adjudication of the Action.

4. The Court appoints Named Plaintiffs Jennifer Savage and Ricky Tow as class representatives.

5. The Court appoints Lyons Irby, LLC; Lober & Dobson; and The Law Office of Todd L. Lord as Class Counsel.

6. The Court recognizes that GEICO reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. GEICO also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

7. Class Counsel and GEICO's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Preliminary Approval Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices they jointly agree are reasonable or necessary.

Preliminary Approval of the Settlement

8. The Court preliminarily approves the Settlement set forth in the Settlement Agreement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set

forth below and in the Settlement Agreement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

9. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement Agreement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class Notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class Notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, O.C.G.A. § 9-11-23 and the constitutional requirement of Due Process.

10. JND Legal Administration shall serve as the Settlement Administrator.

11. The Settlement Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order.

12. The Settlement Administrator shall administer Class Notice and Settlement Notice as set forth in the Settlement. As set forth in the Settlement Agreement, Notice shall be

disseminated no later than forty-five (45) days following the entry of this Preliminary Approval Order.

13. Prior to the Notice Date, the Settlement Administrator shall establish a Settlement Website as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website shall include an online portal to file claims, hyperlinks to the Settlement, the Long-Form Settlement Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agree to include.

14. In order to be eligible to receive a potential payment from the settlement, Settlement Class Members must submit a valid completed claim through the Settlement Website by the deadline to submit claims.

15. The Settlement Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

16. A Final Approval Hearing shall be held before this Court on _____ at _____ to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order and whether Class Counsel's Fee Application should be granted.

17. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be completed in accordance with the Settlement and Notice, mailed, and postmarked no later than 30 days after the Email/Mail Notice is first sent.

18. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Settlement. Class Members who choose to object to the Settlement must mail to the Settlement Administrator and file with the Court written notices of intent to object.

19. 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 30 days after the Email/Mail Notice is first sent.

20. To be effective, a notice of intent to object to the Settlement must include:

- a. a caption or title that identifies it as “Objection to Class Settlement in *Savage/Tow v. GEICO*, Case No. SUCV2024000382 (Superior Court of Lumpkin County, Georgia)”;
- 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 Georgia automobile policies with Defendants 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.

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 to the Settlement. Further Papers in Support of Settlement and Attorneys' Fee Application

21. No later than ten (10) days prior to the Objection Deadline, Plaintiffs and Class Counsel shall file their Application for an Award of Attorneys' Fees and Expenses and proposed orders.

22. No later than seven (7) days prior to the Final Approval Hearing, Plaintiffs and Class Counsel shall file their Motion for Final Approval of the Settlement and proposed orders.

23. No later than seven (7) days prior to the Final Approval Hearing, Plaintiffs and Class Counsel shall file their responses to timely filed objections to both the Settlement and the Application for an Award of Attorneys' Fees and Expenses.

Effect of Failure to Approve Settlement

24. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding; and
- b. Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiff on any point of fact or law.

No Admission of Liability, No Precedential Effect

25. Neither the Settlement terms, any documents exchanged or disclosed by the Parties to each other for settlement purposes, nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence or otherwise referenced or referred to in any future proceeding. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Neither the

Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Persons, in the Action or as any sort of precedent, or for any other purpose, in any other proceeding in any court, administrative agency, or other tribunal. In addition, neither the fact of, nor any documents relating to, the withdrawal of the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions, may be used as evidence.

Stay/Bar of Other Proceedings

26. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiffs, all persons in the Settlement Class, and persons purporting to act on their behalf (including any attorneys) are enjoined from threatening, commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Persons any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

27. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

Event	Date
Notice Date	45 days following Preliminary Approval
Objection Deadline and Opt-Out Deadline	30 days after Notice Date
Deadline to Submit Claims	45 days after Notice Date
Deadline for Filing Fee Award	10 days before Objection Deadline

Deadline for Motion for Final Approval	7 days before Final Approval Hearing
Deadline for Responses to Objections	7 days before Final Approval Hearing
Final Approval Hearing	No sooner than 75 days following the entry of this Order

SO ORDERED. This __ day of _____, 2026.

Judge _____