

IN THE SUPERIOR COURT OF LUMPKIN COUNTY
STATE OF GEORGIA

Rita Harkins
Rita Harkins, Clerk
Lumpkin County, 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

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

This matter comes before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement. The Court preliminarily approved the class action settlement in this case on May 6, 2026. Since that time, the Parties have completed the notice process and now seek final approval of the Settlement Agreement ("Agreement"). Through a motion for final approval of class settlement and motion for fees and costs, the Parties seek, among other things, that the Court: (1) grant final certification of the settlement class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the notice process was reasonable and the best practicable under the circumstances; and (4) grant the Named Plaintiffs' unopposed request for attorneys' fees, costs, and a class representative service award. A hearing was held on the motion on September 9, 2026. For the reasons stated below, the motion is granted.

WHEREAS, the Named Plaintiffs, Ricky Tow and Jennifer Savage, on behalf of themselves and the proposed Settlement Class, and Defendant, GEICO Indemnity Company and all its affiliated entities writing the applicable coverage in Georgia

(collectively, "GEICO," as defined in the Agreement), have executed and filed the Agreement with the Court on April 26, 2026; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference, and this Order incorporates by reference the definitions in the Agreement; and

WHEREAS, the Court, on May 6, 2026, entered the Preliminary Approval Order, preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Ricky Tow and Jennifer Savage were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the settlement ("Notice Plan") be implemented, and scheduled a hearing to be held on September 9, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, GEICO and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Approval Hearing was held on September 9, 2026, at which all interested persons were given an opportunity to be heard;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The operative Complaint filed in this Action alleges 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;

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows:

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 registration fees ("License Fees") in the settlement of their claim.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and because it only includes insureds who also suffered redressable harm, so it is not overbroad.

5. For purposes of settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class and the Named Plaintiffs' claims are typical of the Settlement Class. In addition, both the Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class.

Thus, the requirements to certify a class prescribed by O.C.G.A. § 9-11-23 are satisfied as to the Settlement Class for purposes of a settlement class, although GEICO does not concede that these requirements would have been satisfied for purposes of a litigation class.

6. For purposes of settlement, the Settlement Class is certifiable under O.C.G.A. § 9-11-23(b)(3) because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue, although again GEICO does not concede that these requirements would have been satisfied for purposes of a litigation class.

7. The Named Plaintiffs and GEICO have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with GEICO on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. GEICO's counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and GEICO have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on September 9, 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, GEICO, the Releasing Parties and the Released Persons.

14. Only two (2) Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases. The Named Plaintiffs, all Settlement Class Members who have not been excluded from the Settlement Class, and their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against Defendant and all the Released Persons, and are bound by the provisions of the Agreement.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiffs, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with its terms.

17. The Class Claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, the Releasing Persons, and any of their respective heirs, executors, administrators,

partners, agents, and the successors and assigns of each of them, shall be forever barred and permanently enjoined 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 Released Claim against any Released Person.

18. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that all the Releasing Persons may have against all the Released Persons.

19. "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 license 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 GEICO in Georgia based on any legal theory whatsoever relating to payment of license registration fees to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. "Released Persons" means GEICO, as defined below, 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.

21. "Releasing Persons" means: (a) Plaintiff; 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.

22. "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.

23. It is hereby determined that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the Georgia Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all of GEICO's obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named 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, 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.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by GEICO, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by GEICO. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted

by law, neither this Final Judgment nor the Settlement, 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 any of the Released Persons, except in any proceedings brought to enforce the Agreement or the Final Judgment otherwise with the written consent of GEICO at its sole discretion. Nor may this Agreement be construed in any fashion as precedent for any matter similar to the instant one, or used as evidence of any kind, by any person or entity, in any action or proceeding against the Released Parties, as this Agreement has been entered into based on the particular facts of this matter alone. However, GEICO may use the Agreement or the exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion relating to the Released Claims.

26. 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.

27. The Court has considered the request for the Class Representative awards, and hereby approves and awards the Named Plaintiffs, Ricky Tow and Jennifer Savage, the amount of \$2,000 each, to be paid by GEICO.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees and costs award in the amount of \$158,333 to be paid by GEICO.

29. This Final Judgment is a final order in the Action within the meaning and for the purposes of the Georgia Rules of Civil Procedure as to all claims among GEICO on the one hand, and the Named Plaintiffs, Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

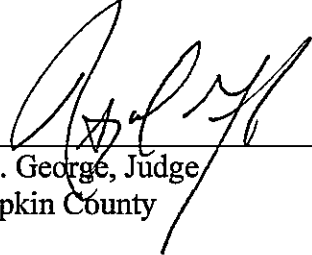
30. The Clerk of this Court is directed to enter a judgment of dismissal and close this case.

31. The previously appointed Settlement Administrator, JND Legal Administration, shall continue to administer the Final Settlement.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

- A. Enforcing this Final Judgment, the Agreement and the Settlement;
- B. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

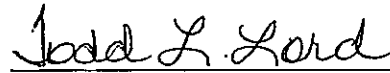
IT IS SO ORDERED, this 9 day of Feb, 2024.



Honorable Raymond E. George, Judge
Superior Court of Lumpkin County
Enotah Judicial Circuit

CERTIFICATE OF SERVICE

I hereby certify that on September 9, 2026, I electronically filed a true and exact copy of the foregoing Order Finally Approving Class Action Settlement and Certifying the Settlement Class with the Clerk of Superior Court of Lumpkin County using the PeachCourt electronic filing system which will automatically make electronic service upon all counsel of record.



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