

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

PHILIP ANGELL, STEVEN BROWN,  
TONNIE BECK, TAMMY MORRIS, and  
DAWN BURNHAM, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO ADVANTAGE INSURANCE  
COMPANY, GEICO INDEMNITY  
COMPANY, GOVERNMENT  
EMPLOYEES INSURANCE COMPANY,  
GEICO COUNTY MUTUAL INSURANCE  
COMPANY, and GEICO CHOICE  
INSURANCE COMPANY,

Defendants.

CASE NO.: 4:20-CV-00799

CLASS ACTION

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

THIS CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE is entered by Plaintiffs, PHILIP ANGELL, STEVEN BROWN, TONNIE BECK, TAMMY MORRIS, and DAWN BURNHAM, individually, and on behalf of the Settlement Classes (“Plaintiffs”), and Defendants, GEICO ADVANTAGE INSURANCE COMPANY, GEICO INDEMNITY COMPANY, GOVERNMENT EMPLOYEES INSURANCE COMPANY, GEICO COUNTY MUTUAL INSURANCE COMPANY, and GEICO CHOICE INSURANCE COMPANY (“Defendants”), along with all related, affiliated, parent, and subsidiary companies underwriting personal auto policies in Texas (“GEICO”). Plaintiff and GEICO are referred to collectively as the “Parties.”

**I. RECITALS**

WHEREAS, Plaintiffs brought this Lawsuit on their own behalf and on behalf of putative

classes comprised of all insureds under any Texas policy issued by Defendants covering a vehicle with private-passenger auto physical damage coverage for a comprehensive or collision loss where such vehicle was declared a total loss, who made a first-party claim, and whose claim was adjusted as a total loss, from March 5, 2016, to the present;

WHEREAS, Plaintiffs allege that under the terms of GEICO's policy, all insureds are owed regulatory fees necessary to replace a vehicle in Texas and sales tax;

WHEREAS, GEICO denies Plaintiffs' allegations in their entirety;

WHEREAS, Plaintiffs initiated this Lawsuit against GEICO in the U.S. District Court for Southern District of Texas on March 5, 2020;

WHEREAS, on May 26, 2020, Defendants filed a Motion to Compel Appraisal and, in the Alternative, Dismiss Plaintiffs' Class Action Complaint;

WHEREAS, on June 16, 2020, Plaintiffs filed their First Amended Class Action Complaint for Damages;

WHEREAS, on June 24, 2020, the Parties filed a Joint Motion for Leave to File Second Amended Complaint and Withdraw Defendants' Motion to Compel or in the Alternative Dismiss Plaintiffs' Complaint, which was granted on June 26, 2020;

WHEREAS, on June 26, 2020, Plaintiffs filed their Second Amended Class Action Complaint for Damages, which is the operative pleading in this matter;

WHEREAS, on July 17, 2020, Defendants filed an Opposed Motion to Compel Appraisal and, in the Alternative, Motion to Dismiss Plaintiffs' Second Amended Complaint;

WHEREAS, Plaintiffs filed an Opposition to the Motion to Compel Appraisal or Dismiss, Defendants filed a Reply, and the Parties each filed supplemental authorities thereafter;

WHEREAS, on October 22, 2020 and November 17, 2020, the Court granted in part and

denied in part the Motion to Compel Appraisal or Dismiss the Second Amended Complaint;

WHEREAS, on November 5, 2020, Defendants filed their Answer to the Second Amended Complaint and on December 3, 2020, filed an Amended Answer;

WHEREAS, on July 1, 2020, Plaintiffs filed an Opposed Motion for Class Certification & Incorporated Memorandum of Law;

WHEREAS, Defendants filed an Opposition to the Motion for Class Certification, Plaintiffs filed a Reply, and the Parties each filed supplemental authorities thereafter;

WHEREAS, on October 28, 2021, the Court held a hearing on Plaintiff's Motion for Class Certification and at the hearing granted Plaintiff's Motion;

WHEREAS, on November 30, 2021, the Court entered an Order granting Plaintiffs' Motion for Class Certification and documenting its rulings and reasoning;

WHEREAS, on December 14, 2021, Defendants filed a Petition for Interlocutory Appeal of the district court's class certification order with the U.S. Court of Appeals for the Fifth Circuit;

WHEREAS, on January 26, 2022, the district court entered an Order modifying the definition of the certified class pursuant to the parties' Joint Motion for Clarification as to the Memorandum and Order;

WHEREAS, on February 17, 2022, Defendants' motion for leave to appeal under Rule 23(f) was granted by the Fifth Circuit;

WHEREAS, on June 22, 2023, the Fifth Circuit Court of Appeals affirmed the district court's order;

WHEREAS, Plaintiffs and Settlement Class Counsel (as defined in paragraph 35 herein), and GEICO and its counsel, have now had the opportunity to comprehensively evaluate their respective positions relative to the merits of the Lawsuit;

WHEREAS, the Plaintiffs and Class Counsel, while believing that the claims asserted in the Lawsuit are meritorious, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation, the relief secured in this Agreement, as well as the likelihood of success at trial and on any appeal of this Lawsuit, and believe that, in consideration of all the circumstances, the proposed Settlement embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members;

WHEREAS, GEICO, while denying wrongdoing of any kind and without admitting liability, nevertheless agrees to enter into this Agreement to avoid further burden, expense and risk of protracted litigation and to effect a full and final settlement of the claims asserted in this Action on the terms set forth below;

WHEREAS, on December 1, 2024, the Parties participated in a full day mediation conference with Rodney A. Max and agreed on terms of a settlement reflected herein; and

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. DEFINED TERMS**

As used in this Agreement and the exhibits hereto, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. **Adjusted Vehicle Value** means the pre-tax adjusted value of the insured vehicle deemed a total loss by GEICO before the application of the deductible or any other post-tax adjustments.
2. **Agreement** means this Class Action Settlement Agreement and Release (including all exhibits hereto).

3. **Cash Settlement Benefits** means the maximum amount of up to \$33,700,000.00 in cash that Defendants agree to make available to pay Settlement Class Members who timely submit a claim under the Settlement, and to pay any Class Counsel Fee Award. The Cash Settlement Benefits will be the maximum made available by GEICO for all Settlement Class Member Payments, Class Counsel Fees, and all other fees or costs of any kind, with the exception of settlement administration costs and Service Awards, which GEICO will pay separately.

4. **Class Counsel Fee Award** shall mean any Court-awarded attorneys' fees, costs and expenses to Class Counsel. Class Counsel Fee Award shall be payable from the Cash Settlement Benefits available for payment to the Settlement Class Members and will not exceed \$8,189,000.

5. **Claim Forms** mean the Court-approved claim forms, which may be electronic or physical paper, that a member of the Settlement Classes must complete, sign and submit to the Claims Administrator to be considered for payment under the Settlement. The Claim Forms shall be in substantially the same form as the Forms appended to the Mailed Notices, **Exhibits 1–2 and** blank claim form, **Exhibit 7**.

6. **Claims Administrator** means JND Legal Administration. JND will be supervised jointly by counsel of record.

7. **Class Representatives** or **Plaintiffs** means PHILLIP ANGELL, STEVEN BROWN, TONNIE BECK, TAMMY MORRIS, and DAWN BURNHAM.

8. **Class Period** means, the period of March 5, 2016, through the date of the filing of a motion for preliminary approval of the settlement with the Court.

9. **Court** means the United States District Court for the Southern District of Texas.

10. **Final Approval Order** means the final order that the Court enters granting Final Approval to the Settlement, disposing of all claims asserted in the Lawsuit with prejudice, and settling and releasing all claims consistent with the terms of this Agreement. The proposed Final Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of fees awarded to Class Counsel and the amount of any service award to the Class Representatives.

11. **Final Approval** means the date that the Court enters the Final Approval Order.

12. **Final** means that (a) the Final Approval Order is a final, appealable judgment and (b) either (i) no appeal has been taken from the Final Approval Order as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Approval Order having been commenced, 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 Approval Order.

13. **Preliminary Approval Order** means the proposed order granting preliminary approval to this settlement, substantially in the form attached hereto as **Exhibit 3**.

14. **Preliminary Approval** means the date that the Court enters, without material change an order preliminarily approving the Settlement set forth in this Settlement Agreement as fair adequate and within the range of possible final approval.

15. **Class Notice** means, collectively, the notice provided to Settlement Class Members in the form of the Postcard Notices, Email Notice, Long Form Notices posted to the Settlement Websites, Claim Forms, the Settlement Websites, and the toll-free telephone numbers.

16. **Lawsuit** means *Angell v. GEICO Advantage Ins. Co.*, No. 4:20-CV-00799, United State District Court for the Southern District of Texas.

17. **Legally Authorized Representative** means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member's estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person or entity responsible for handling the affairs of a Settlement Class Member. For purposes of completing a claim form, a surviving spouse of a deceased class member will be considered a Legally Authorized Representative for purposes of this agreement if no Estate has been opened, and no other person has legal authority for handling the affairs of the deceased Settlement Class Member.

18. **Long Form Notice** means the Court-approved long form notice, without material alteration from **Exhibit 4**, to be made available on the Settlement Websites.

19. **Short Form Notice** means the short-form notice to be sent:

- a. Via postcard, pre-paid postage ("Postcard Notice"), with a detachable claim form that is pre-filled with the claimant's information and sent, on two occasions, by direct mail to the policy or last known address of the insured, including skip trace remaining for any undelivered mail ("Mailed Notice"), which shall be in substantially the same form as **Exhibits 1–2**.
- b. Via email, to the extent such addresses are kept by Defendants

(“Email Notice”), which shall be in substantially the same form as **Exhibits 5–6**.

- c. Separate and distinct Postcard and Email Notices will be sent out for the Sales Tax Class and Regulatory Fees Class.

20. **Releasing Parties** means Plaintiffs and all Settlement Class Members who do not timely opt out of the Settlement Classes, and each of their respective executors, representatives, heirs, predecessors, Legally Authorized Representatives, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf.

21. **Released Claims** means and includes any and all known and unknown claims, existing or potential, suspected or unspecified, liquidated or unliquidated, rights, liabilities, demands, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, statutory, common law or equitable, including but not limited to breach of contract, tort, bad faith or extracontractual claims, and claims for punitive or exemplary damages, attorneys’ fees, costs, losses, remedies or prejudgment or post judgment interest, based on, arising from or relating in any way to conduct, omissions, duties or matters arising out of GEICO’s non-payment or underpayment of fees and/or sales tax to Plaintiffs and Settlement Class Members during the Class Period.

22. **Released Parties** means (a) GEICO; (b) all divisions, parent entities, affiliates, predecessors, successors, and subsidiaries of GEICO; (c) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, members, advisors, consultants, representatives, assigns, partners, joint venturers, independent contractors, distributors, retailers, insurers and reinsurers; and (d) all of the heirs, estates, successors, assigns, and legal



representatives of any of the entities or Persons listed in this Paragraph.

23. **Total Loss Claim** means any first-party private passenger auto property damage claim determined to constitute a total loss to an insured automobile that (a) occurred within the Class Period, (b) relates to an owned or leased vehicle, (c) was determined by GEICO or by a court or arbitrator of competent jurisdiction to be covered by a GEICO Texas Automobile Insurance Policy that defined “Actual Cash Value” under Section III of the policy as “the replacement cost of the auto or property less *depreciation* and/or *betterment*,” and (d) resulted in a total loss claim payment under either the insured’s comprehensive or collision coverages.

24. **Regulatory Fees** means the fees charged by the State of Texas to title and/or register a vehicle including, title transfer fees, fees for registration, inspection, and emissions.

25. **Regulatory Fees Class** means all GEICO insureds with a Total Loss Claim during the Class Period and who do not timely opt-out from the Regulatory Fees Class. The Regulatory Fees Class does not include any members of the Sales Tax Class.

26. **Sales Tax Class** means all GEICO insureds with a Total Loss Claim on a leased vehicle during the Class Period who did not receive full state Sales Tax based on the Adjusted Vehicle Value of the totaled vehicle as part of the total loss claim payment and who do not timely opt-out from the Sales Tax Class.

27. **Settlement Classes** means the Regulatory Fees Class and Sales Tax Class, collectively.

28. **Settlement Class Members** means members of the Regulatory Fees Class and Sales Tax Class as defined above.

29. **Settlement Payment** means the payment issued by GEICO or the Claims Administrator to Settlement Class Members who submit valid and timely claims as set forth in

Paragraphs 38–41.

30. **Submission Deadline** means the date by which Claim Forms must be submitted for purposes of being considered timely. If the Claim Form is submitted by mail, compliance with Submission Deadline shall be determined by the date on which the Claim Form is postmarked, and if electronically, the date the Claim Form is submitted online. The Submission Deadline shall be 30 days after the second Mailed Notice.

31. **Objection Deadline** means the date no later than 30 days after the first Postcard Notice is mailed by which any objections to the Settlement must be postmarked and filed by Settlement Class Members. The Objection Deadline will be specified in the Notices.

32. **Opt-Out Deadline** means the date no later than 30 days after the first Postcard Notice is mailed by which Settlement Class Members requests to exclude themselves from the Settlement Classes must be postmarked. The Opt-Out Deadline will be specified in the Notices.

33. **Settlement Websites** mean the websites that the Claims Administrator will establish as a means for the Settlement Classes to obtain notice of and information about the settlement. Separate and distinct websites will be set up for the Sales Tax Class and the Regulatory Fees Class.

34. **Effective Date** means the fifth business day after which all of the following events have occurred: (a) this Agreement has been fully executed by the Parties and/or their counsel; (b) No Party has terminated the Agreement; (c) the Court has entered without material change the Final Approval Order and judgment releasing all Released Persons from all Released claims, and dismissing this action with prejudice and without leave to amend, as provided in this Agreement; (d) the Court has fully resolved any application made by Class Counsel for Class

Counsel Fee Award and Service Awards; and (e) the Final Approval Order has become Final as defined in Paragraph 12, above.

35. **Settlement Class Counsel** means:

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**NORMAND PLLC**  
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Orlando, FL 32803  
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### **III. Certification of Class for Settlement Purposes Only.**

36. Solely for the purpose of implementing this Agreement and effectuating the proposed Settlement, GEICO stipulates to entry of the Preliminary Approval Order (in the form of the proposed Order attached as Exhibit 3 or including the substance of the proposed Order attached as Exhibit 3), preliminarily certifying the Settlement Classes. Neither the fact of, nor any provision contained in this Agreement or its exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Lawsuit, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of GEICO.

37. Upon execution of this Agreement by all Parties, Class Counsel shall promptly submit this fully executed Agreement to the Court, and shall request entry of the Preliminary Approval Order, without material alteration from Exhibit 3, as further described in Paragraph 72, *infra*.

### **IV. BENEFITS TO THE SETTLEMENT CLASSES**

38. **Monetary Relief.** In addition to all other consideration outlined in this Agreement, GEICO has agreed to make available up to \$33,700,000.00 in Cash Settlement Benefits to be paid

to Settlement Class Members as follows:

- a. **Sales Tax Class**: For Sales Tax Class members who submit a valid timely claim, GEICO will pay 6.25% sales tax (100% of applicable state sales tax) based on the Sales Tax Class Member's adjusted vehicle value at the time of the loss and \$80 in Regulatory Fees, less any amounts in sales tax and Regulatory Fees paid by GEICO as part of the total loss claim and less the Class Member's pro-rata share of any Class Counsel Fee Award;
- b. **Regulatory Fees Class**: For Regulatory Fee Class Members who submit a valid timely claim, GEICO will pay \$80 in Regulatory Fees less any amounts in fees paid by GEICO as part of the total loss claim and less the Class Members' pro-rata share of any Class Counsel Fee Award;
- c. pay all reasonable settlement administration costs;
- d. pay the Class Representatives any Court-awarded Service Award up to \$7,500.00 per Class Representative; and
- e. pay Class Counsel, from the Cash Settlement Benefits to Settlement Class Members, any Court-awarded fees and costs of up to \$8,189,000.00.

39. Payments to Settlement Class Members who submit valid claims will be reduced by their pro rata share of Class Counsel Fee Award. GEICO agrees to pay the pro-rata portion of any Settlement Class Member who does not submit a valid Claim.

40. All Settlement Class Members who submit completed Claim Forms by the Submission Deadline may be entitled to a payment and shall receive their payment by check or electronic payment issued by the Settlement Administrator or GEICO starting 90 days following the Effective Date.

41. Settlement Class Members must negotiate the settlement checks within 180 days from the date of issue as a condition of their right to receive settlement payment. The settlement check must notify the class member that it will be void if not negotiated in the 180-day period. Neither GEICO nor any settlement administrator shall have any obligation to re-issue checks that are not negotiated within 180 days of issuance of the settlement check. Any voided amounts revert to GEICO.

42. **Non-Monetary Consideration.** As part of the settlement, the day following entry of an order granting final approval of the settlement subject to change in Texas law, a change in the fees charged by the State of Texas incidental to the registration of motor vehicles or change in the terms of the applicable insurance policies including but not limited to, any change in the definition of “Actual Cash Value” under Section III of the applicable policies, from “the replacement cost of the auto or property less *depreciation* and/or *betterment*.”: (a) GEICO agrees to continue to pay applicable Sales Tax on Texas first-party total loss claims based on the adjusted value of the vehicle at the time of loss without regard to whether the vehicle is leased or owned; and (b) GEICO agrees to pay State Registration Fees of \$50.75 in the settlement of Texas first-party total loss claims.

**V. Claims Administrator, Claims Administration, and Costs of Administration.**

43. The Claim Administrator shall administer various aspects of the Settlement as described in this paragraph and perform such other functions as are specified for the Claim Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and may distribute all or some of the Settlement Class Member Payments as provided herein.

44. The duties of the Claim Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

(i) Use the name and address information of the Settlement Class Members provided by GEICO in connection with the Notice Program approved by the Court, for the purpose of distributing the Mailed Notice and Email Notice;

(ii) Process Claim Forms and oversee the Claim Form Submission Process as described more fully herein and below;

(iii) Establish and maintain a post office box for requests for exclusion or objections from Settlement Class Members;

(iv) Provide to the Parties, within five (5) business days of receipt, copies of all objections, motions to intervene, notices of intention to appear, and requests for exclusion from the Settlement Classes;

(v) Establish and maintain the Settlement Websites;

(vi) Establish and maintain an automated toll-free telephone line 24/7 for Settlement Class Members to call and leave messages regarding Settlement related inquiries, and respond to questions of Settlement Class Members who call with or otherwise communicate such inquiries;

(vii) Respond to any mailed Settlement Class Member inquiries;

(viii) Process all requests for exclusion from the Settlement Classes;

(ix) Provide weekly reports (as practicable) to Class Counsel and GEICO's counsel that summarize the number of Claim Forms received, requests for exclusion received, the total number of exclusion requests received to date, the number of

objections received that week, the total number of objections received to date, and other pertinent information;

(x) In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each member of the Settlement Classes who timely and properly requested exclusion from the Settlement Classes or served objections, detailing the number of Claim Forms that were timely and validly submitted, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

(xi) At GEICO's request only, distribute and/or work with GEICO for it to distribute Settlement Payments to Settlement Class Members;

(xii) Provide to Settlement Class Counsel and GEICO a detailed list of Settlement Class Members who submitted timely and valid Claim Forms so that Defendants may review records to determine if the Claimant is entitled to payment;

(xiii) Invoice GEICO for payment of Settlement Administration Costs, as provided in this Agreement; and

(xiv) Any other Settlement-administration-related function at the instruction of Class Counsel or Defendants.

45. Counsel for the Parties have agreed on a proposed form of notice to the Settlement Class Members, a proposed method of giving Class Notice, and other procedural aspects of the administration of the settlement, subject to Court approval. The Parties also have agreed that the Claims Administrator will establish an agreed upon Settlement Website for each of the Settlement Classes, which shall contain, or provide hypertext links to, the following documents: the



Agreement, the applicable Postcard Notice, the Long Form Notice, the Motion for Preliminary Approval of Settlement, the Preliminary Approval Order, the Motion for Attorneys' Fees, Expenses and Incentive Award, and documents filed by Plaintiffs or GEICO with the Court in support of final approval of this Agreement. The Settlement Websites shall remain online for 180 days following the Effective Date. The Settlement Websites shall not include any advertising and shall not bear or include GEICO's logo or trademarks. Ownership of the Settlement Websites URLs shall be transferred to GEICO within 10 days of the date on which operation of the Settlement Websites cease. The cost of developing and maintaining the Settlement Websites shall be a Cost of Administration under paragraph 38 (c) herein.

46. All administration costs, including, without limitation, costs of Class Notice and of the Claims Administrator, shall be paid by or on behalf of GEICO, separate and apart from the Cash Settlement Benefits and which shall not in any way reduce the Settlement Payment to Settlement Class Members. All records of the Claims Administrator, including, but not limited to, all Claims Forms and opt outs submitted by Settlement Class Members, or persons claiming to be Class Members, shall be available for inspection and copying by the Parties, or their representatives or attorneys, on three business days' notice to the Claims Administrator, or such shorter period as may be necessary under the circumstances then existing.

#### **VI. Attorneys' Fees and Costs, and Incentive Award.**

47. Subject to Court approval, GEICO will not oppose or otherwise object to any Motion for Fees and Costs that seeks an award of the Class Counsel Fee Award in a total amount not exceeding \$8,189,000.00 to Settlement Class Counsel. Settlement Class Counsel shall provide GEICO with properly completed W-9 Forms and void check prior to the receipt of payment. GEICO will pay attorneys' fees and costs in the amount approved by the Court within fifteen (15)

days after the appeal period expires for the Court's order granting final approval. Any award of attorneys' fees and costs shall be payable from the Cash Settlement Benefits available for payment to the Settlement Class Members on a pro-rata basis with GEICO paying the pro-rata share of Settlement Class Members who do not submit a claim form.

48. Subject to Court approval, GEICO will not oppose or otherwise object to any Motion for Incentive Award that seeks an incentive award for the Class Representatives in an amount not exceeding \$7,500.00 for each Class Representative. The amount of any incentive award as approved by the Court shall be paid by GEICO or the Claims Administrator within 15 days after the Effective Date via check made payable to the Class Representative and sent to Settlement Class Counsel. The Class Representative shall provide GEICO with properly completed W-9 Forms prior to such payment. Under no circumstances will the Class Representatives be paid an amount in excess of \$7,500.00 as an Incentive Award.

49. The Motion for Attorneys' Fees, Expenses and Incentive Award will be filed no later than 15 days before the Objection Deadline.

## **VII. CAFA Notice**

50. Pursuant to 28 U.S.C. § 1715(b), within 10 days after this Agreement is filed with the Court, the Claims Administrator, on behalf of GEICO, will give notice to the Attorney General of the United States, Federal Reserve Board, the Texas Insurance Commissioner, and the primary insurance regulatory or supervisory official of each state and territory of the United States, serving on them the documents described in 28 U.S.C. § 1715(b)(1) through (8), as applicable.

## **VIII. CLASS NOTICE**

51. GEICO will attempt to identify all Settlement Class Members through its records. Class Counsel and GEICO already have engaged in significant discovery related to liability and

damages. For purposes of effectuating the Settlement, no later than 30 days after entry of the Preliminary Approval Order, Defendants will make available, subject to the terms of the protective order in this matter, to Class Counsel and the Settlement Administrator, any additional data necessary to identify Settlement Class Members and/or effectuate notice.

52. Within 60 days after entry of the Preliminary Approval Order, the Postcard Notice will be sent by the Claims Administrator to each Settlement Class Member by first-class mail to the last-known address of each Settlement Class Member, as reflected in GEICO's records, including skip trace remaining for any undelivered mail and remaining for any notice returned with a forwarding address, with a detachable claim form (with postage prepaid and return addressed) that is pre-filled with the claimant's information. Fifteen (15) days after the first Postcard Notice is sent, a Postcard Notice will be sent by the Claims Administrator for a second time by first-class mail to any Settlement Class Member who has not submitted a claim.

53. For each Settlement Class Member for whom GEICO provides an associated e-mail notice, the Claim Administrator shall on one occasion and on the same date as the second Mailed Notice send E-Mail Notice with hyperlink to the applicable Settlement Website where Settlement Class Members can submit an electronic claim. Settlement Class Members can submit claims online using their unique Claimant ID or policy number or claim number associated with their Total Loss Claim. Settlement Class Members, for whom the Defendants maintain physical addresses and Email addresses, shall be sent both Postcard Notice and Email Notice.

54. The Postcard Notice will, among other things, direct such Settlement Class Members to the Settlement Website, as described in paragraphs 33, 45 herein. Additionally, a blank claim form (i.e., not pre-filled) will be accessible via the Settlement Website. Settlement Class Members can print a copy of the blank and/or populated claim form and mail to the Claims Administrator.

55. The Sales Tax Class and Regulatory Fees Class will be treated separately for purposes of notice with the two classes receiving different notices that are tailored to their class. For example, the Sales Tax Class Notice will reference damages that include both sales tax and regulatory fees, while the Regulatory Fees Class Notice will only reference regulatory fees. The two classes will also have separate websites and call scripts. However, members of the Sales Tax Class will only be required to submit a single claim for both categories of damages. A toll-free telephone number will be established to allow Settlement Class Members to call for additional information, listen to answers to FAQs, or request that Class Notice or a Claim Form be mailed to them.

56. Settlement Websites shall contain important information and documents. Settlement Class Members shall also be able to submit claim forms online by using their unique claimant ID number (found on the Notices), or policy number or claim number associated with their Total Loss Claim. GEICO and the Settlement Administrator shall have no obligation to investigate any submitted claim that does not contain at least one of these valid numbers.

57. The Settlement Administrator shall retain and record all such notice procedures and provide periodic updates to the Parties during the Notice Period.

#### **IX. CLAIM FORM SUBMISSION, CALCULATION AND DISTRIBUTION OF SETTLEMENT CLASS MEMBER PAYMENTS AND RESIDUAL FUNDS**

58. This settlement shall be a claims-made settlement. To receive a Claim Payment,

Settlement Class Members must submit a Claim Form by the Submission Deadline. A Claim Form must be postmarked or received no later than the Claims Deadline or must be submitted electronically no later than 11:59 p.m. Eastern on the Claims Deadline, at which point the Settlement Administrator shall deactivate the ability to submit a claim form through the Settlement Websites. Any envelope with a missing or illegible post-mark will be treated as being mailed three business days before the Claims Administrator received the submission.

59. Each known member of the Settlement Classes for whom GEICO has a mailing address will receive a pre-filled Claim Form as part of the Postcard Notice. To be eligible for a Settlement Payment, each member of the Settlement Classes submitting a Claim Form by mail shall be required to sign a paper Claim Form and dispatch it in the mail with a postmark by the Claims Deadline. Thereafter, upon receipt, the Settlement Administrator will evaluate the Claim Form to make sure it was timely received and signed.

60. Members of the Settlement Classes may alternatively submit Claim Forms online electronically by the Claims Deadline at the applicable Settlement Websites by providing at least one of the following: 1) the unique claim number assigned to the claim by the Settlement Administrator; or 2) the claim or policy number associated with the Total Loss Claim. The Settlement Websites will include a button to “Submit a Claim” that will allow members of the Settlement Classes to submit their claim form online with the appropriate information. Only one Claim Form may be submitted per Total Loss.

61. If a Claim Form is unsigned or illegible or contains some other defect as agreed to by the Parties, the Settlement Administrator shall send the claimant a letter informing him or her of the defect and providing the claimant with thirty (30) days in which to cure the defect. If the claimant does not subsequently provide a Claim Form curing the defect and postmarked

within thirty (30) days of the date of the Settlement Administrator's letter, that Claim Form shall be deemed defective and not eligible for payment, and the claimant shall not have an additional opportunity to cure the defect.

62. Within sixty (60) days after the Effective Date, GEICO shall begin to:
  - a. inform Class Counsel and the Settlement Administrator of any claims (other than claims determined by the Settlement Administrator to be untimely or defective) it believes are invalid. GEICO and Class Counsel shall cooperate to resolve any dispute as to the validity of such claims within thirty (30) days, and, failing that, the Court retains jurisdiction to resolve such disputes as noted *infra* paragraph 96; and
  - b. For those claims that GEICO does not challenge as invalid, GEICO shall begin to provide the Settlement Administrator and Class Counsel the amount of payment for each claim. Class Counsel will have ten days from the provision of the Claim Payment amount to dispute the amount of Claim Payment. GEICO and Class Counsel shall cooperate to resolve any dispute as to Claim Payment within ten days.

63. Within the later of ninety (90) days after the Effective Date or 15 days after a Class Member cures any deficiencies with the claim submission, GEICO and/or the Settlement Administrator shall begin making Settlement Payments by mailing checks or, if authorized to do so, make an electronic transfer of funds to Settlement Class Members whose submitted claims were not challenged as invalid, and for which Class Counsel did not dispute the amount of Claim Payment. The Settlement Payment checks shall be valid for 180 days after the date of the check.

64. The calculation and implementation of allocations of the Cash Settlement Benefits contemplated by this section shall be done by GEICO for the purpose of compensating Settlement

Class Members. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations.

65. The Parties have agreed that GEICO shall pay Sales Tax Class Members who were not previously paid full state sales tax on their Total Loss Claim, Sales Tax based on the adjusted value of their totaled vehicle at the tax rate of 6.25% (100% of applicable state sales tax) and \$80 in Regulatory Fees, less any amounts for sales tax or fees paid by GEICO as part of the Total Loss Claim. For Regulatory Class Members GEICO will pay \$80 in Regulatory Fees less any amounts in fees paid by GEICO as part of the Total Loss Claim.

66. Defendants also shall deduct from each Settlement Payment the Settlement Class Member's percentage of the Class Counsel Fee Award. To illustrate, if Class Counsel fees and costs approved by the Court total \$8,189,000.00, then each Settlement Payment will be reduced by 24.29% ( $\$8,189,000/\$33,700,000$ ), so that if Settlement Class Member Payments total \$20,000,000.00 before the reduction, the maximum total Settlement Payments due to Settlement Class Members will be \$15,142,000.00.

## **X. RELEASES**

67. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of the Released Claims. The Court will dismiss the action with prejudice.

68. At such time, each Settlement Class Member will be barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Released Parties in any forum, action, or proceeding of any kind.

69. Plaintiffs further agree that no liability shall attach in favor of Plaintiffs against any officer, director, member agent, or employee of GEICO, but rather, Plaintiffs shall look solely to the assets of GEICO for satisfaction of the Agreement.

70. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or noncontingent claims with respect to the payment or failure to pay fees and/or taxes. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

71. The Final Approval Order shall provide that the Lawsuit shall be dismissed with prejudice, subject to the Court's retention of continuing jurisdiction with respect to or in connection with any and all matters relating in any way to this Agreement, including, but not limited to, the administration, implementation, interpretation, or enforcement of this Agreement and the resolution of claim disputes, and provided that such dismissal shall not affect or impair the obligations of the Parties under this Agreement. In the event that this Agreement does not receive full and final judicial approval in all material respects, or is reversed, vacated, or modified in any



material respect, the dismissal provided in this paragraph shall be null and void and vacated, and the Parties shall be restored, without waiver, to their respective positions prior to effectuation of this Agreement and the Lawsuit shall proceed as though it had not been dismissed and as though the Motion for Preliminary Approval and supporting memorandum had not been filed, except that the Parties agree any pending deadlines would be moot and inapplicable and would not seek to invoke any pending deadlines as a defense to subsequent litigation.

## **XI. SETTLEMENT APPROVAL PROCESS**

72. **Preliminary Approval Order.** Plaintiffs will petition the Court to enter the Preliminary Approval Order that:

- (a) appoints Plaintiffs to represent the Settlement Class Members;
- (b) appoints Settlement Class Counsel to represent the Settlement Class Members;
- (c) appoints GEICO's selected claims administrator as the Claims Administrator;
- (d) conditionally certifies the Settlement Classes for settlement purposes only;
- (e) preliminarily approves this Agreement for purposes of issuing Class Notice;
- (f) approves the timing, content and manner of the Class Notice and finds that it constitutes adequate due process for Settlement Class Members;
- (g) schedules the hearing for final approval of the Agreement; and
- (h) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement (the "Preliminary Approval Order").

If the Preliminary Approval Order is granted, the hearing for final approval of the settlement will be held at the first available hearing date that is no earlier than 120-days following the entry of the Preliminary Approval Order, or on such later date as is practicable given the Court's calendar.

73. **Stay of the Action.** The Preliminary Approval Order shall provide for the stay of all pending motions and deadlines in the Lawsuit, except to the extent necessary to effectuate this Agreement, unless and until this Agreement is terminated pursuant to its terms and conditions and/or the Lawsuit is dismissed with prejudice.

74. **Right of Exclusion.** Settlement Class Members shall be afforded an opportunity to request exclusion from the Settlement Classes. A request for exclusion from the Settlement Classes must be in writing and state the name, address, and phone number of the person or entity seeking exclusion. Each request must also contain a signed statement that: “I hereby request that I be excluded from the proposed Settlement Classes in the *Angell v. GEICO* litigation” or similar language. The request must be mailed to the Claims Administrator at the address provided in the Class Notice and postmarked on or before the Opt-Out Deadline. Any envelope with a missing or illegible post-mark will be treated as being mailed three business days before the Claims Administrator received the submission. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified, shall be invalid and the person or entity serving such a request shall be a member of the applicable Settlement Class and shall be bound as a Settlement Class Member by the settlement of this Lawsuit and the Releases provided in paragraph 67–71 herein, if the Agreement is finally approved as provided in paragraph 77 herein. The Claims Administrator shall provide the Parties with a report advising as to the number of Settlement Class Members requesting exclusion, and shall file documents with the Court to that effect, within ten (10) days of the Final Approval Hearing. Settlement Class Members who submit a timely and valid request for exclusion from the Settlement Classes shall have no rights or obligations as Settlement Class Members pursuant to this Agreement, and shall not be bound by

the Releases herein or this Agreement. Requests for exclusion must be exercised individually, and not as a member of a group, class or subclass, by the Settlement Class Member and is only effective as to the individual Settlement Class Member requesting exclusion. Class Representatives shall not elect or seek to exclude themselves from the Settlement Classes, and any such attempt will be deemed a breach of this Agreement. The deadline to seek exclusion will be 30 days after the first Postcard Notice is sent. Class Counsel agree that representations, encouragements, solicitations or other assistance to any Person seeking exclusion from the Settlement Class or any other Person seeking to litigate with Released Persons over any of the Released Claims in this matter could place Class Counsel in a conflict of interest with the Settlement Class. Accordingly, Class Counsel and their respective firms agree not to represent, encourage, solicit, or assist any Person in requesting exclusion from the Settlement Class.

75. **Right to Object.** Any Settlement Class Member who objects to the Agreement, the Motion for Fees, or Motion for Incentive Award may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any evidence or argument that may be proper and relevant. The Preliminary Approval Order shall provide that no Settlement Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless by the Objection Deadline, or such other date set by the Court, the Settlement Class Member files with the Clerk of Court and mails to Settlement Class Counsel and GEICO's counsel (as specified in the Class Notice), their written objection, which must include the following information:

1. The name of the case and case number;
2. Your name, address, telephone number, and signature;
3. The specific reasons why you object to the terms of the Proposed

Settlement;

4. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement; and

5. Whether you and/or your attorney intend to appear at the Final Approval Hearing and whether you and/or your attorney will request permission to address the Court at the Final Approval Hearing.

If the Settlement Class Member and/or their attorney intend to request permission to address the Court at the Final Approval Hearing, the objection must also include all of the following information:

- a) A statement of the legal and factual basis for each objection;
- b) A list of any and all witnesses the Settlement Class Member may seek to call at the Final Approval Hearing
- c) A list of any legal authority the Settlement Class Member will present at the Final Approval Hearing; and
- d) Identify either your class member number or full name and address when the total loss occurred.

76. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his, her, or its objections and shall be forever barred from making any such objections in the Lawsuit or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate or modify any approval of the Agreement, the Motion for Fees, or the Motion for Incentive Award. In the event that any Settlement Class Member objects to the settlement in the manner prescribed herein, Plaintiff and GEICO shall be afforded full opportunity to respond to such objection. Plaintiffs and GEICO will file and serve upon opposing counsel all

papers responding to any objections, and any other necessary filings, fourteen (14) days before the Final Approval Hearing. Any Settlement Class Member who objects to the Settlement cannot request exclusion from the Settlement and maintains any and all rights and obligations under this Agreement. The deadline to object shall be 30 days after the first Postcard Notice is sent.

77. **Judgment and Order.** Plaintiffs shall, no later than fourteen (14) days before the Final Approval Hearing, seek entry of the Final Approval Order that:

- (a) Finally certifies the Settlement Classes for settlement purposes only;
- (b) Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of the Rule 23, and directing its consummation according to its terms;
- (c) dismisses this Lawsuit, with prejudice and, except as explicitly provided for in this Agreement, without costs;
- (d) releases GEICO and Released Parties from the Released Claims of the Releasing Parties;
- (e) Determines that the Notice Program satisfied Due Process requirements;
- (f) Finds that the Class Action Fairness Act Notice provided by the Settlement Administrator on behalf of GEICO complied with 28 U.S.C. § 1715(b);
- (g) preserves the Court's continuing and exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Agreement in accordance with its terms and conditions;
- (h) determines that there is no just reason for delay, and directs that the final judgment of dismissal as to GEICO shall be entered; and
- (i) seeks such orders as are necessary and appropriate to effectuate the terms and

conditions of this Agreement (the “Judgment and Order”).

## **XII. TERMINATION**

78. **Termination of the Agreement.** This Agreement is contingent on the final certification of the Settlement Classes and the occurrence of the Effective Date. The Parties shall have the right to terminate this Agreement, in their sole discretion and without further obligations, if any of the following events occur:

- A. The Court fails to approve this Agreement as written, or if on appeal, the Court’s approval is reversed or modified;
- B. If any of objections to this Agreement are sustained;
- C. If there are any material modifications to this Agreement by the applicable Court;
- D. The Parties agree to termination; or
- E. Any other ground for termination provided for elsewhere in this Agreement.

79. **Notice of Termination.** In the event that either Party exercises its right to terminate this Agreement, such termination must occur within ten (10) days of the action giving rise to such option. If this Agreement is terminated, the terminating Party shall promptly notify the Court, opposing counsel, and the Claims Administrator in writing, and cause the Claims Administrator to notify the Settlement Class Members by posting information on the Settlement Website.

80. **Effect of Termination.** In the event that either Party exercises its right to terminate this Agreement, this Agreement shall be considered null and void and have no force or effect; no person or entity shall be bound by any of its terms or conditions; and the rights of all persons or entities with respect to the claims and defenses asserted in this Lawsuit shall be restored to the positions existing immediately prior to the execution of this Agreement. Except as otherwise

provided herein, in the event the Agreement is terminated, vacated, or fails to become effective for any reason, then the Parties to this Agreement shall be deemed to have reverted to their respective status in the Lawsuit as of the date of this Agreement, subject to the re-filing of any pending motions as necessary, and, except as otherwise expressly prohibited, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. Any portion of the Settlement Payment previously paid by GEICO shall be returned to GEICO by the Claims Administrator.

### **XIII. NO ADMISSION OF LIABILITY**

81. GEICO denies any fault, wrongdoing or liability to Plaintiffs or the Settlement Class Members for monetary damages or other relief. GEICO maintains it acted in accordance with the governing laws and regulations of Texas and abided by the terms of the applicable insurance policies. GEICO nonetheless has concluded that the proposed Settlement herein is desirable in order to avoid the further significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources. Neither this Agreement nor the negotiations concerning it may be used, offered or admitted as evidence of liability or for any purpose or filed with the Court for any reason.

82. GEICO maintains that its defenses to judgment and to class certification are meritorious. Because of the costs, resources, and time that would be incurred, GEICO asserts that it would not have settled the Lawsuit except on a claims-made basis. As a result of the foregoing, GEICO enters into this Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind or that certification is appropriate. This Agreement shall not be construed as an admission or concession of the truth of any of the allegations in the Lawsuit, or of any liability, fault, or wrongdoing of any kind. The terms of this Agreement, including the

claims-made nature of the Agreement, are material to GEICO's decision to settle the Lawsuit notwithstanding its belief that its defenses are meritorious and its chances of success on appeal are significant.

83. Class Counsel believes that the claims asserted in the Lawsuit have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time consuming litigation, and the likelihood of success on the merits of the Lawsuit. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Classes.

84. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed 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.

85. 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 the Settlement Classes, 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.



86. In addition to any other defenses Class Counsel may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases and Released Claims contained herein.

#### **XIV. MISCELLANEOUS PROVISIONS**

87. **Entire Agreement.** This Agreement contains the entire agreement among the Parties and supersedes any prior agreements or understandings among them.

88. **Headings.** The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

89. **No Rescission on Grounds of Mistake.** The Parties acknowledge that they have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. The Parties shall cooperate to the extent necessary to respond to questions of fact that may be raised during the approval process. Therefore, the Parties agree that they will not seek to set aside any part of the Agreement on the grounds of mistake. The Parties expressly assume the risk that any fact not recited in the Agreement may turn out to be different from or contrary to the facts now known to them or believed by them to be true, and further agree that the Agreement shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

90. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by all Parties or their counsel and, if the approved preliminarily by the Court, approved by the Court.

91. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members),

and counsel for Defendants (for GEICO), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

92. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any of the Parties.

93. **Integration of Recital Paragraphs and Exhibits.** The Recital paragraphs and exhibits to this Agreement are an integral and material part of the settlement and are hereby made a part of the Agreement.

94. **No Admission.** Neither this Agreement, nor any of its provisions, nor any of the documents (including but not limited to drafts of the Agreement, the Preliminary Approval Order or the Judgment and Order), negotiations, or proceedings relating in any way to the settlement, shall be construed as or deemed to be evidence of an admission by any person, including GEICO, and shall not be offered or received in evidence, or subject to discovery, in this or any other action except in an action brought to enforce the terms of the Agreement or except as may be required by law or court order. The provisions of this paragraph shall be binding regardless of whether the Agreement is approved by the Court or any other court and regardless of whether the Agreement is cancelled in accordance with the terms provided in the Agreement.

95. **Reservation of Rights.** This Agreement is made without prejudice to the rights of GEICO to oppose certification of any other proposed or existing class arising out of or related to

the Released Claims, should those actions not be dismissed.

96. **Jurisdiction.** For purposes of the Agreement, including, but not limited to, its approval, interpretation, enforcement, and administration, the Court has jurisdiction over the Parties, the Settlement Class Members, the Claims Administrator, the claims asserted in the Lawsuit, claims made by the Settlement Class Members, and the claims and causes of action released in paragraphs 67-71, herein.

97. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, applied without regard to laws applicable to choice of law.

98. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or electronic transmission, all of which together shall constitute one and the same instrument.

99. **Discovery.** All discovery produced to Plaintiffs (including data, deposition testimony and written discovery) will, upon written request at least 15 days after the Effective Date, be returned to GEICO's outside counsel or destroyed. The Parties agree that Settlement Class Counsel or anyone associated with Settlement Class Counsel's firms shall not use of any of the discovery produced in this litigation in any other litigation, whether pending or future, unless independently obtained through discovery or other procedures in that litigation. Further, the Class Representatives and Settlement Class Counsel agree not to use any discovery (including data) produced in this Lawsuit to solicit in any way potential new class representatives.

100. No party or counsel (including counsel's law firms) is allowed to communicate with the press/media/reported/journalists, etc. or on social media regarding the settlement other than to say no comment or make a statement agreed to by both parties.

101. **Notices.** All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by e-mail and U.S. Mail to the following addresses:

If to Plaintiffs or the Settlement Classes or Settlement Class Counsel:

Scott Edelsberg  
Florida Bar No. 088733  
**EDELSBERG LAW, PA**  
20900 NE 30th Ave., Ste. 417  
Aventura, FL 33180  
Tel: (305) 975-3320  
[scott@edelsberglaw.com](mailto:scott@edelsberglaw.com)

Richard Daly (attorney in charge)  
Texas Bar No. 00796429  
John Scott Black  
Texas Bar No. 24012292  
**DALY & BLACK, P.C.**  
2211 Norfolk St., Suite 800  
Houston, TX 77098  
Tel: (713) 655-1405  
[Rdaly@dalyblack.com](mailto:Rdaly@dalyblack.com)  
[jblack@dalyblack.com](mailto:jblack@dalyblack.com)

If to GEICO or GEICO's Counsel:

Kymerly Kochis  
EVERSHEDS SUTHERLAND (US) LLP  
1114 Avenue of the Americas, 40<sup>th</sup> Floor  
New York, NY 10036-7703  
[kymberlykochis@eversheds-sutherland.com](mailto:kymberlykochis@eversheds-sutherland.com)

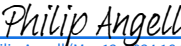
**IN WITNESS WHEREIN**, the undersigned have caused this Agreement to be executed as of the dates set forth below:

**[[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]]**

**ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASSES**

Mar 12, 2024


Date

  
Philip Angell (Mar 12, 2024 16:53 CDT)

Philip Angell

Mar 12, 2024


Date

  
Steven Brown (Mar 12, 2024 17:00 CDT)

Steven Brown

Mar 12, 2024

Date

  
Tonnie Walker (Mar 12, 2024 12:17 CDT)

Tonnie Beck

Mar 11, 2024


Date

  
Tammy Morris (Mar 13, 2024 19:12 CDT)

Tammy Morris

Mar 12, 2024

Date

  
Dawn Burnham (Mar 12, 2024 12:16 CDT)

Dawn Burnham

Received and approved by:

*Scott Edelsberg*

\_\_\_\_\_  
Scott Edelsberg  
Florida Bar No. 088733  
**EDELSBERG LAW, PA**  
20900 NE 30th Ave., Ste. 417  
Aventura, FL 33180  
Tel: (305) 975-3320  
[scott@edelsberglaw.com](mailto:scott@edelsberglaw.com)

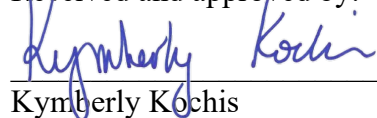
Richard Daly (attorney in charge)  
Texas Bar No. 00796429  
John Scott Black  
Texas Bar No. 24012292  
**DALY & BLACK, P.C.**  
2211 Norfolk St., Suite 800  
Houston, TX 77098  
Tel: (713) 655-1405  
[Rdaly@dalyblack.com](mailto:Rdaly@dalyblack.com)  
[jblack@dalyblack.com](mailto:jblack@dalyblack.com)

*Attorneys for Plaintiffs*

**ON BEHALF OF DEFENDANTS GEICO ADVANTAGE INSURANCE COMPANY,  
GEICO INDEMNITY COMPANY, GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, GEICO COUNTY MUTUAL INSURANCE COMPANY, and GEICO  
CHOICE INSURANCE COMPANY**

Date: March 14, 2024

Received and approved by:



---

Kymberly Kochis

Alexander Fuchs

EVERSHEDS SUTHERLAND (US) LLP

1114 Avenue of the Americas, 40<sup>th</sup> Floor

New York, NY 10036-7703

Tel: (212) 389-5068

*Attorneys for Defendants*

# EXHIBIT 1

### Notice of Class Action Settlement

The Parties have agreed to settle *Philip Angell, et al. v. Geico Advantage Insurance Company, et al.*, Case No. 4:20-cv-00799, United States District Court for the Southern District of Texas, Houston Division.

**Why am I getting this Notice?** You have been identified as a potential Settlement Class Member in a class action against GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, and GEICO Choice Insurance Company (“GEICO”) because (1) you were insured by GEICO or one of its affiliates under a Texas private passenger auto insurance policy; and (2) you submitted a physical damage claim with respect to your insured vehicle between May 5, 2016 and \_\_\_\_\_ that resulted in a Total Loss Claim payment. The parties have agreed to settle this case. The full terms of the Settlement Agreement can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

**What is this lawsuit about?** The Settlement resolves a lawsuit claiming that GEICO breached its auto insurance policies by failing to fully pay Regulatory Fees, and for leased vehicle only, failing to properly include full sales tax in claim payments to insureds who sustained first-party total loss claims. GEICO denies any fault, wrongdoing or liability.

**Settlement terms.** Regulatory Fees Class Members who submit a valid timely claim are eligible to receive payment of up to \$80 in Regulatory Fees (less any amounts in Regulatory Fees included in the original total loss claim payment and less each claimant’s proportional share of Class Counsel Fees and/or court-awarded costs). The total amount to be made available for Settlement Payments, Class Counsel Fees and court-awarded costs is \$33,700,000.00. Class Counsel will be seeking attorneys’ fees and costs of up to \$8,189,000.00 to be paid from the available settlement amount and \$7,500.00 Service Awards to the Class Representatives, with all amounts to be approved by the Court.

**How do I receive Payment?** To receive a payment, you must complete and mail the attached Claim Form or submit a Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). Paper Claim Forms must be postmarked by \_\_\_\_\_, or electronic Claim Forms submitted on the Settlement Website, by 11:59pm EST on \_\_\_\_\_, 20\_\_.

**Do I have any other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you will not be able to sue or continue to sue GEICO for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the final approval hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR]. The Long Form Notice, available at the Settlement Website, explains how to exclude yourself or object. The Court will hold a hearing on [MONTH], [DAY], [YEAR] to consider whether to finally approve the Settlement, Class Counsel’s request for attorneys’ fees and Service Awards for the Class Representatives. More details and the full terms of the proposed Settlement are available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**How do I get more information?** Go to [www.\[INSERTNAME\].com](http://www.[INSERTNAME].com) or call toll-free \_\_\_\_\_.

Angell Class Action  
Settlement  
PO BOX 0000  
City, State, Zip Code







postage  
prepaid  
mark

Angell Class Action  
Claims Administrator  
P.O. Box \_\_\_\_  
[City], [State], [Zip]

# EXHIBIT 2

### Notice of Class Action Settlement

The Parties have agreed to settle *Philip Angell, et al. v. Geico Advantage Insurance Company, et al.*, Case No. 4:20-cv-00799, United States District Court for the Southern District of Texas, Houston Division.

**Why am I getting this Notice?** You have been identified as a potential Settlement Class Member in a class action against GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, and GEICO Choice Insurance Company (“GEICO”) because (1) you were insured by GEICO or one of its affiliates under a Texas private passenger auto insurance policy; and (2) you submitted a physical damage claim with respect to your insured leased vehicle between May 5, 2016 and \_\_\_\_\_ that resulted in a Total Loss Claim payment that may have not included full state sales tax (“Sales Tax”). The parties have agreed to settle this case. The full terms of the Settlement Agreement can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**What is this lawsuit about?** The Settlement resolves a lawsuit claiming that GEICO breached their auto insurance policies by failing to fully pay Regulatory Fees, and for leased vehicle only, failing to properly include full sales tax in claim payments to insureds who sustained a first-party total loss. GEICO denies any fault, wrongdoing or liability.

**Settlement terms.** Sales Tax Class Members who submit a valid timely claim are eligible to receive payment of Sales Tax of 6.25% based on the adjusted value of their totaled vehicle at the time of the loss and \$80 in Regulatory Fees (less any amounts in Sales Tax or Regulatory Fees included in the original total loss claim payment and less each claimant’s proportional share of Class Counsel Fees and/or court-awarded costs). The total amount to be made available for Settlement Payments, Class Counsel Fees and court-awarded costs is \$33,700,000.00. Class Counsel will be seeking attorneys’ fees and costs of up to \$8,189,000.00 to be paid from the available settlement amount and \$7,500.00 Service Awards to the Class Representatives, with all amounts to be approved by the Court.

**How do I receive Payment?** To receive a payment, you must complete and mail the attached Claim Form or submit a Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). Paper Claim Forms must be postmarked by \_\_\_\_\_, or electronic Claim Forms submitted on the Settlement Website, by 11:59pm EST on \_\_\_\_\_, 20\_\_.

**Do I have any other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you will not be able to sue or continue to sue GEICO for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the final approval hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR]. The Long Form Notice, available at the Settlement Website, explains how to exclude yourself or object. The Court will hold a hearing on [MONTH], [DAY], [YEAR] to consider whether to finally approve the Settlement, Class Counsel’s request for attorneys’ fees and Service Awards for the Class Representatives. More details and the full terms of the proposed Settlement are available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**How do I get more information?** Go to [www.\[INSERTNAME\].com](http://www.[INSERTNAME].com) or call toll-free \_\_\_\_\_.

Angell Class Action  
Settlement  
PO BOX 0000  
City, State, Zip Code





postage  
prepaid  
mark

Angell Class Action  
Claims Administrator  
P.O. Box \_\_\_\_  
[City], [State], [Zip]



# EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

PHILIP ANGELL, STEVEN BROWN,  
TONNIE BECK, TAMMY MORRIS, and  
DAWN BURNHAM, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO ADVANTAGE INSURANCE  
COMPANY, GEICO INDEMNITY  
COMPANY, GOVERNMENT  
EMPLOYEES INSURANCE COMPANY,  
GEICO COUNTY MUTUAL INSURANCE  
COMPANY, and GEICO CHOICE  
INSURANCE COMPANY,

Defendants.

CASE NO. 4:20-cv-00799

CLASS ACTION

**ORDER PRELIMINARILY APPROVING SETTLEMENT  
AND DIRECTING NOTICE TO THE CLASS [PROPOSED]**

Plaintiffs Philip Angell, Steven Brown, Tonnie Beck, Tammy Morris, and Dawn Burnham (“Plaintiffs”) and Defendants GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, and GEICO Choice Insurance Company (“Defendants”) (collectively, the “Parties”) have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Settlement Agreement (“Agreement”) (Dkt. No. \_\_); and

Plaintiffs have filed an unopposed motion for preliminary approval of class settlement, seeking, among other things, that the Court (1) certify the proposed classes for settlement purposes; (2) grant preliminary approval of the Agreement; (3) direct notice to the settlement classes; and (4) set a final approval hearing.

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and for the reasons set forth below, the Court GRANTS Plaintiffs' motion for preliminary approval of the Settlement.

**IT IS HEREBY ORDERED:**

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action including, without limitation, the Settlement Class Members, to enter this Order.

3. The Court preliminarily approves the Settlement set forth in the Settlement Agreement submitted with the Motion (Ex. A to Motion), and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Settlement Classes. The Court finds that the Settlement was arrived at in good faith, following extensive arm's-length negotiations, including participation with an independent mediator. The Court also finds that, at the final approval stage, the Court "will likely be able to" approve the Settlement under the criteria described in Federal Rule of Civil Procedure ("Civil Rule") 23(e)(2) and certify the settlement class under the criteria described in Civil Rules 23(a) and 23(b)(3). *See* Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii). These findings are subject to a final determination to be made after the Fairness Hearing set forth below in this Order. GEICO shall retain all rights to contest liability, including on appeal if the Settlement is not ultimately approved. Neither the Settlement Agreement, nor any of its terms or provisions, shall be construed as an admission or concession by GEICO of the truth of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever, except that GEICO may file this Order 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 or similar defense or counterclaim.

4. For purposes of the preliminary approval of the Settlement only, the Court finds as to the Settlement Classes that: (a) the Settlement Class Members are so numerous as to make joinder of them impracticable; (b) there are questions of law and fact common to the Settlement Classes as to the reasonableness of the settlement among other common issues in the litigation, and such questions predominate over any questions affecting only individual members of the Settlement Classes; (c) Plaintiffs' claims and defenses asserted thereto are typical of the claims of Settlement Class Members and the defenses asserted thereto; (d) Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Settlement Class Members throughout this litigation; and (e) a class action is superior to all other available methods for fairly and efficiently resolving this litigation, considering: (i) the interest of the Settlement Class Members in individually controlling the prosecution of separate actions; (ii) the extent and nature of the litigation concerning the controversy already commenced by the Settlement Class Members; (iii) the desirability and undesirability of concentrating the litigation of these claims in a particular forum; and (iv) the difficulties likely to be encountered in the management of a class action. Moreover, the Court has considered the factors set forth in Rule 23(e) and has concluded that the preliminary approval and notice to the Settlement Class Members is appropriate and warranted.

5. Consistent with the Agreement, the Court preliminarily and conditionally approves the following Settlement Classes:

**Regulatory Fees Class:**

All Insureds covered under any Texas private passenger automobile insurance policy that defined "Actual Cash Value" under Section III of the policy as "the replacement cost of the auto or property less *depreciation* and/or *betterment*"

issued by GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, and GEICO Choice Insurance Company and their subsidiaries or related insurance companies (collectively, "GEICO") who made a first-party physical damage claim from March 5, 2016, through the date the Motion for Preliminary Approval was filed that GEICO paid as a total loss under comprehensive or collision coverage and who do not timely opt-out from the settlement class. The Regulatory Fees Class does not include any members of the Sales Tax Class.

**Sales Tax Class:**

All Insureds covered under any Texas private passenger automobile insurance policy that defined "Actual Cash Value" under Section III of the policy as "the replacement cost of the auto or property less *depreciation* and/or *betterment* issued by GEICO who made a first-party property damage claim on a leased vehicle from March 5, 2016, through the date the Motion for Preliminary Approval was filed that GEICO paid as a total loss under comprehensive or collision coverage and who did not receive full state Sales Tax based on the adjusted vehicle value of the totaled vehicle as part of the settlement payment and who do not timely opt-out from the settlement class.

Excluded from the Classes are:

- (1) GEICO, all present or former officers and/or directors of GEICO, the Neutral Evaluator, Class Counsel, and a Judge of this Court;
- (2) Claims for which GEICO received a valid and executed release;
- (3) Claims where GEICO paid full Sales Tax and Regulatory Fees; and
- (4) Claims subject to binding appraisal and/or arbitration where full Sales Tax and Regulatory Fees were paid.

6. The Court preliminarily approves and appoints Plaintiffs as Class Representatives, and Normand PLLC, Daly & Black, P.C., Edelsberg Law, P.A., Shamis & Gentile, P.A., Hall & Lampros, LLP, and Jacobson Phillips PLLC as Class Counsel.

7. The Court preliminarily approves and appoints Plaintiffs as Class Representatives.

8. The Court approves the Notice Program as to both form and content.

9. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Short Form Notice before it is sent to Settlement Class Members.

10. The Court finds the Notice Program constitutes the best notice practicable under the circumstances and constitutes valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of Fed. R. Civ. P. 23 and due process.

11. The Court finds that the Class Action Fairness Act Notice given by the Settlement Administrator on behalf of GEICO is in full compliance with 28 U.S.C. § 1715(b).

12. The Court approves the Notice Program and directs mailing of the Short Form Notice by first-class mail and by email as set forth in the Agreement and directs the Settlement Administrator to follow the procedures set forth the Agreement for delivery of notice.

13. The Court approves the Claim Forms, the content of which is without material alteration from Exhibits 1, 2, and 7 to the Agreement.

14. The Claims Submission Deadline after which the Claim Forms shall be deemed untimely shall be thirty (30) days after the second Postcard Notice is first sent (or 45 days after the first Postcard Notice is sent).

15. The Court approves the Settlement Websites as described in the Agreement, which may be amended during the course of the settlement as appropriate and agreed to by the Parties, and which shall be maintained for at least 180 days after the Claims Deadline.

16. The Court appoints JND Legal Administration as the Settlement Administrator.

17. The Court directs the Settlement Administrator to create, maintain, and establish the websites described in the Agreement and approved herein. The Websites shall be accessible on or before the date on which the first Postcard Notice is sent.

18. The Court directs the Settlement Administrator to maintain a toll-free telephone system containing recorded answers to frequently asked questions, along with an option permitting

potential Settlement Class Members to record a message to be returned by the Settlement Administrator.

19. The Settlement Administrator shall file proof of completion of the Notice Program on or before ten (10) days prior to the Final Approval Hearing, along with the list of all Persons who timely requested exclusion from the Settlement Class.

20. Each Settlement Class Member who wishes to exclude himself or herself from the Settlement Classes must submit an appropriate, timely request for exclusion, postmarked no later than the Opt-Out Deadline, to the Settlement Administrator at the address in the notice, and that complies with the requirements in Paragraph 74 of the Agreement. Any exclusion must be exercised individually by a Settlement Class Member or his or her Legally Authorized Representative, not as or on behalf of a group, class, or subclass.

21. Any Settlement Class Member who does not submit a timely, written request for exclusion from their applicable Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member never received actual notice of the Action or this Proposed Settlement.

22. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Classes, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or to intervene in the Action, must follow the procedures set forth in Paragraph 75 of the Agreement. The right to object to the Settlement must be exercised individually by a Settlement Class Member or his or her attorney or Legally Authorized Representative, and not as a member of a group, class, or subclass.

23. The Settlement Administrator shall receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications, and only the Settlement

Administrator, the Parties, the Court, the Clerk of the Court, and their designated agents shall have access to these documents, except as otherwise expressly provided in the Agreement.

24. The Settlement Administrator shall promptly furnish to Class Counsel and Counsel for Defendants copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession, as set forth in the Agreement.

25. The Court hereby stays all proceedings in the Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

26. As an initial point, the Court notes that there is a “strong judicial policy favoring the resolution of disputes through settlement” and that a presumption is made in favor of the settlement's fairness, absent contrary evidence. *Smith v. Crystian*, 91 Fed. Appx. 952, 955 (5th Cir. 2004) (quoting *Parker v. Anderson*, 667 F. 2d 1204, 1209 (5th Cir. 1982)). The “public interest favoring settlement is especially apparent in the class action context where claims are complex and may involve a large number of parties, which otherwise could lead to years of protracted litigation and sky-rocket expenses.” *Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 843 (E.D. La. 2007) (citation omitted). Even for straightforward claims, approval of settlement is favored where settlement “avoids the risks and burdens of potentially protracted litigation.” *In re Educ. Testing Serv. Praxis Principles of Learning & Teaching, Grades 7-12 Litig.*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006).

27. The Court finds that, for purposes of preliminary approval, both procedural and threshold requirements set forth in Fed. R. Civ. P. 23(e)(2) appear to be satisfied. Moreover, each



of the factors listed in *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983) support a finding that the Agreement is fair, reasonable and adequate.

28. The first *Reed* factor is the existence of fraud or collusion, which overlaps with Fed. R. Civ. P. 23(e)(2)(B)'s requirement that negotiations occur at arm's length. Here, the parties vigorously litigated the claims through discovery, class certification, and interlocutory appeal under Fed. R. Civ. P. 23(f). *See Diaz v. Hillsborough County Hosp. Auth.*, 2000 U.S. Dist. LEXIS 14061, at \*15-16 (M.D. Fla. Aug. 7, 2000) (years of contested litigation prior to settlement demonstrates lack of collusion). Thus, the Plaintiffs and Class Counsel were provided with sufficient information and knowledge of the claims, issues, and defenses prior to negotiating and settling the claims. *See In re Educ. Testing*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006) (noting that "the question is . . . whether the parties have obtained sufficient information about the strengths and weaknesses of their respective cases to make a reasoned judgment about the desirability of settling the case on the terms proposed . . ."). Moreover, the negotiations were conducted under the oversight of Rodney A. Max, a well-respected mediator, and were clearly conducted at arm's length. *See generally Celeste v. Intrusion Inc.*, 2022 U.S. Dist. LEXIS 226841, at \*12 (E.D. Tex. Dec. 16, 2022) ("The parties entered the proposed settlement agreement after a full-day mediation—which 'suggests the settlement was not the result of improper dealings.'" (quotation omitted); *see also City Partnership Co. v. Atlantic Acquisition Ltd. Partnership*, 100 F.3d 1041, 1043 (1st Cir. 1996) ("When sufficient discovery has been provided and the parties have bargained at arms-length, there is a presumption in favor of the settlement."); *Diaz v. Hillsborough County Hosp. Auth.*, 2000 U.S. Dist. LEXIS 14061, at \*15-16 (M.D. Fla. Aug. 7, 2000) (years of contested litigation prior to settlement demonstrates lack of collusion). Furthermore, there is no evidence of fraud or collusion. *See Welsh v. Navy Fed. Credit Union*, No. 16-CV-1062, 2018 U.S. Dist. LEXIS

227456, at \*33 (W.D. Tex. Aug. 20, 2018) (“The Court may . . . presume that no fraud or collusion occurred between opposing counsel in the absence of any evidence to the contrary.”).

29. Fed. R. Civ. P. 23(e)(2)(C)-(D) prescribes four substantive factors relevant to the class settlement analysis: the costs and risk of trial and appeal, the method of claim distribution, the terms of attorneys’ fees, and whether class members are treated equitably relative to each other. For purposes of preliminary approval, these factors weigh in favor of approval. First, the likelihood of success absent settlement is uncertain. And given this uncertainty, the benefits secured through the Agreement are sufficiently fair and reasonable, especially considering the complexity of this case and likely duration of the remaining litigation. Additionally, the claim-processing method, which requires Settlement Class Members merely to confirm the accuracy of a pre-filled, postage-prepaid Claim Form or to correct any mistakes, is simple and straightforward. Finally, the Parties did not discuss attorneys’ fees until after they reached an agreement concerning the substantive terms of the Agreement. Moreover, the Class Members are treated identically for all material elements of the Agreement.

30. The factors set forth in *Reed*, 703 F.2d 170 that do not overlap with Fed. R. Civ. P. 23(e)(2)—the opinions of class counsel and range of possible recovery—also weigh in favor of preliminary approval. Class Counsel are familiar with GEICO’s data systems, business practices, and procedures, and have extensive experience and knowledge of the claims and defenses at issue, and their opinion is that the Agreement is favorable to and in the best interest of the Settlement Class. *See Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (holding that “absent fraud, collusion, or the like,” a court “should be hesitant to substitute its own judgment for that of counsel[.]”); *see also Brent v. Midland Funding, LLC*, 2011 U.S. Dist. LEXIS 98763, at \*49-50 (N.D. Oh. Sep. 1, 2011) (“The Court gives great weight to the recommendation of experienced

counsel for the parties in evaluating the adequacy of the settlement.”). Additionally, the recovery for Settlement Class Members is satisfactory considering the possible range of recovery and uncertainty of damages. *See Hays v. Eaton Grp Attys., LLC*, No. 17-88-JWD-RLB, 2019 U.S. Dist. LEXIS 17029, at \*28 (M.D. La. Feb. 4, 2019) (“[A] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.”) (quoting *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990)).

31. A hearing shall be held on \_\_\_\_\_, 2024, at \_\_\_\_\_ .m., for the purpose of determining (a) whether the proposed Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment granting approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representatives should receive an incentive award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) any other matters the Court may deem just and proper.

32. Any application for Class Counsel Fee Award and Service Awards, shall be filed with the Court at least fifteen (15) days prior to the deadline to the Objection and Opt-Out Deadlines.

33. All other papers in support of the Agreement or responding to objections or motions to intervene shall be filed at least fifteen (15) days prior to the Final Approval Hearing.

34. The Court may adjourn the Final Approval Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Agreement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice as to GEICO

and against the Plaintiffs and the Settlement Class Members at or after the Final Approval Hearing and without further notice to the Settlement Class Members.

35. The following schedule is established to guide the Parties in conducting the Notice and claims administration process:

**PROPOSED PRELIMINARY SCHEDULE**

#	Action	Deadline
1	Website Notice Posted by Settlement Administrator	No later than 60 days from the date of this Order
2	Deadline for Settlement Administrator to mail out first Postcard Notice	No later than 60 days from the date of this Order
3	Deadline for Settlement Administrator to mail out second Postcard Notice and to send Email Notice	No later than 15 days from the date the first Postcard Notice is sent
4	Deadline for Settlement Class Members to opt-out of the Agreement	No later than 30 days from the date the first Postcard Notice is sent
5	Deadline for submission of Notice of Intent to object to agreement	No later than 30 days from the date the first Postcard notice is sent
6	Deadline for Settlement Class Members to file claims	No later than 30 days after the second Postcard Notice is sent
7	Deadline for Class Counsel to file their Motion for Final Approval of the Settlement	No later than 14 days before the Final Approval Hearing
8	Deadline for Class Counsel to file the Motion for Attorneys' Fees, Costs, and Service Award	No later than 15 days before the deadline to file objections or opt-outs
9	Deadline for Settlement Administrator to file proof of completion of Notice, along with complete and accurate list of	No later than 10 days prior to the Final Approval Hearing

	Settlement Class Members requesting exclusion	
9	Final Approval Hearing	Month, Day Year, at Time [At least 120 days after the date that a Preliminary Approval Order is entered]

The Parties may make reasonable adjustments to the notice deadlines without prior Court approval.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_

# EXHIBIT 4

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

Philip Angell, et al. v. Geico Advantage Insurance Company, et al.,  
Case No. 4:20-CV-00799

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**A court authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A settlement has been reached in the case *Philip Angell, et al. v. Geico Advantage Insurance Company, et al.*, Case No. 4:20-cv-00799, in the United States District Court for the Southern District of Texas, Houston Division.

The Settlement includes two Settlement Classes: a Sales Tax Class and a Regulatory Fees Class. Sales Tax Class Members who submit a valid and timely claim form are eligible for (1) unpaid state sales tax of up to 6.25% (“Sales Tax”) based on the adjusted value of the total loss vehicle at the time of the loss (less any amount of sales tax included in the original total-loss claim payment); and (2) unpaid regulatory fees of \$80 (less any amount of regulatory fees included in the original total-loss claim payment). Regulatory Fees Class Members who submit a valid and timely claim form are eligible to receive \$80 in unpaid Regulatory Fees (less any amount of regulatory fees included in the original total-loss claim payment).<sup>1</sup> This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Classes; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.  
Call 1-###-###-#### toll free or visit [\[REDACTED\]](#) for more information.

**What Is a Class Action?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a class or class members. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all class members in a single action, except for those persons or entities who ask in writing to be excluded from the class.

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<sup>1</sup> Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website.

## **What Is this Class Action About?**

Plaintiffs allege that GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, and GEICO Choice Insurance Company (“Defendants”) breached their contracts (Personal Automobile Insurance Policies) by failing to fully pay Plaintiffs and other Texas insureds who submitted first-party damage claims for their vehicles during the Class Period, and which resulted in a Total Loss Claim payment. Specifically, Plaintiffs allege that Defendants failed to pay full Sales Tax and/or Regulatory Fees following a total loss. GEICO maintains it complied with the terms of the Personal Automobile Insurance Policies and applicable law. GEICO denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

## **Settlement Terms**

As a part of the Settlement, Defendants and affiliated entities (collectively “GEICO”) have agreed, upon Court approval, to pay Settlement Class Members who timely submit a valid timely Claim Form. The payment amount will depend on whether the Class Member is a member of the Sales Tax Class or a member of the Regulatory Fees Class.

1. Sales Tax Class: For Sales Tax Class Members, GEICO will pay Texas state sales tax of 6.25% based on the adjusted vehicle value at the time of the loss and \$80 in Regulatory Fees (less any amount in Sales Tax and Regulatory Fees paid by GEICO as part of the Total Loss Claim payment), reduced by each claimant’s proportional share of Class Counsel Fees and/or court-awarded costs.
2. Regulatory Fees Class: For Regulatory Fees Class Members, GEICO will pay up to \$80 in Regulatory Fees (less any amount in fees paid by GEICO as part of the Total Loss Claim payment), reduced by each claimant’s proportional share of Class Counsel Fees and/or court-awarded costs.

Class Counsel is seeking fees and costs not to exceed \$8,189,000.00 from the Cash Settlement Benefits, and a Service Award not to exceed \$7,500.00.00 to each Class Representative, with all amounts to be approved by the Court.

In exchange, Plaintiffs and the Settlement Class Members who do not exclude themselves agree to give up any claim they have for payment of Sales Tax and/or Regulatory Fees. If you are a member of the Settlement Class, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the Settlement Classes, which means you are not eligible for payment, and you maintain your right to sue GEICO individually and separately for payment of Sales Tax and/or Regulatory Fees. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

## **How Do I Know if I’m a Member of the Settlement Class?**



You may be a member of the Settlement Class if you are part of either of the defined classes below:

**Regulatory Fees Class**

All Insureds covered under any Texas private passenger automobile insurance policy that defined “Actual Cash Value” under Section III of the policy as “the replacement cost of the auto or property less *depreciation* and/or *betterment*” issued by GEICO or its affiliates who made a first-party physical damage claim between May 5, 2016 and the date the Motion for Preliminary Approval is filed, that GEICO paid as a total loss under comprehensive or collision coverage and who do not timely opt out from the Settlement Class. The Regulatory Fees Class does not include any members of the Sales Tax Class.

**Sales Tax Class**

All Insureds covered under any Texas private passenger automobile insurance policy that defined “Actual Cash Value” under Section III of the policy as “the replacement cost of the auto or property less *depreciation* and/or *betterment*” issued by GEICO or its affiliates who made a first-party physical damage claim on a leased vehicle between May 5, 2016 and the date the Motion for Preliminary Approval is filed that GEICO paid as a total loss under comprehensive or collision coverage and who did not receive full state Sales Tax based on the adjusted vehicle value of the totaled vehicle as part of the Settlement Payment and who do not timely opt out from the Settlement Class.

**If I Am a Class Member, What Are My Options?**

If you are a member of one of the Classes, you have four options.

**Option 1: Submit a Claim Form for Payment.**

You may submit a Claim Form for payment of Sales Tax and/or Regulatory Fees. The maximum amount GEICO has agreed to make available for all Settlement Class Member Payments, Counsel Fees, and Court-awarded costs total a maximum of \$33,700,000.00. You can submit a claim by signing the Claim Form you receive in the mail, carefully tearing at the perforation, and putting the Claim Form in the mail. You can call 1-800-XXX-XXXX or visit [www. \[REDACTED\].com](http://www. [REDACTED].com) and request that the Settlement Administrator send you a Claim Form (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting [www. \[REDACTED\].com](http://www. [REDACTED].com), clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need the unique claimant ID number found on the Notices or the claim number associated with your Total Loss. You MUST submit at least one of these numbers, along with your name and address, or your claim will be rejected.

If you submit a Claim Form in the mail, it must be postmarked no later than [REDACTED]. If you submit an electronic Claim, you must do so by 11:59 p.m. EST on [REDACTED]. If the address you submit on your Claim Form changes, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

**Option 2. Exclude yourself from the Settlement.**

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Classes. If you wish to exclude yourself, you must do so on or before [REDACTED] as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Classes. If you exclude yourself from the Settlement Classes, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue GEICO separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Angell Class Action Settlement

c/o NAME  
ADDRESS  
ADDRESS

A request for exclusion must be postmarked on or before [REDACTED].

Your request for exclusion must contain the following:

1. The name of the Action (Philip Angell, et al. v. Geico Advantage Insurance Company, et al.)
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Classes, such as: “I request exclusion from the Settlement Classes in the Angell v. GEICO litigation”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT BY [REDACTED], YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR

SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

The district court is conducting a Final Approval Hearing on [redacted] 2024, in [Court Address] to decide whether to grant final approval of the Proposed Settlement. The date of the Final Approval Hearing may change without further notice to the class. You should be advised to check the settlement website at [www.INSERTNAME.com](http://www.INSERTNAME.com) or the Court's PACER website at [insert court website], to confirm that the date of the Final Approval Hearing has not been changed. Be advised that the hearing date may change without further notice to the Settlement Class.

**Option 3: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [www.\[redacted\]](http://www.[redacted]). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class Members, you may file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to object to the terms of the settlement (described below) to the following:

Angell Class Action Settlement  
PO BOX 0000  
City, State, Zip Code

The Notice of Intent must include all of the following information:

1. The name of the case and case number;
2. Your name, address, telephone number, and signature;
3. The specific reasons why you object to the terms of the Proposed Settlement;
4. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement; and
5. Whether you and/or your attorney intend to appear at the Final Approval Hearing and whether you and/or your attorney will request permission to address the Court at the Final Approval Hearing.

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include all of the following information:

1. A statement of the legal and factual basis for each objection;

2. A list of any and all witnesses the Settlement Class Member may seek to call at the Final Approval Hearing;
3. A list of any legal authority the Settlement Class Member will present at the Final Approval Hearing; and
4. Identify either your class member number or full name and address when the total loss occurred.

Notices of Intent to object must be postmarked by [REDACTED]. Any Notice of Intent that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court, you must file a request for exclusion and not a Notice of Intent.

**Option 4. Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against GEICO for Sales Tax and/or Regulatory Fees, even if you do not submit a Claim Form for payment. You will not receive a Settlement Payment if you do nothing.

**Who Is Representing the Class?**

The Court has preliminarily appointed Plaintiffs, PHILIP ANGELL, STEVEN BROWN, TONNIE BECK, TAMMY MORRIS, and DAWN BURNHAM to be the Class Representatives of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

SHAMIS & GENTILE, P.A.  
Andrew Shamis, Esq.  
14 NE 1<sup>st</sup> Avenue  
Suite 1205  
Miami, FL 33132

HALL & LAMPROS LLP  
Chris B. Hall, Esq.  
Kevin Hulick, Esq.  
400 Galleria Parkway,  
Suite 1150  
Atlanta, GA 30309

NORMAND PLLC  
Edmund Normand, Esq.  
3165 McCrory  
Pl #175  
Orlando, FL 32803

EDELSBERG LAW  
Scott Edelsberg, Esq.  
Christopher Gold, Esq.  
20900 NE 30<sup>th</sup> Avenue  
Suite 417

DALY & BLACK, P.C.  
Richard Daly, Esq.  
John Scott Black, Esq.  
2211 Norfolk St.,  
Suite 800  
Houston, TX 77098

Aventura, FL 333180

JACOBSON PHILLIPS PLLC  
Jacob L. Phillips, Esq.  
478 E. Altamonte Dr., Ste. 108-  
570  
Altamonte Springs, FL 32701

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites:

<https://shamisgentile.com/>  
<https://edelsberglaw.com/>  
<https://www.dalyblack.com/>  
<https://www.hallandlampros.com/>  
<https://www.normandpllc.com/>

Class Counsel will be seeking attorneys' fees and costs of up to \$8,189,000.00 from the available Cash Settlement Benefits, with all amounts to be approved by the Court.

Class Counsel will also seek a Service Award for each Class Representative in the amount of \$7,500.00, subject to Court approval. The Service Award is designed to reward the Class Representatives for securing the recovery awarded to members of the Settlement Classes, and to acknowledge the time spent by the Plaintiffs participating in the case and prosecuting the claims for the benefit of the Settlement Classes. If awarded, GEICO has agreed to pay the Service Awards to the Class Representatives up to the amount of \$7,500.00 per each Class Representative.

### **What Claim(s) Against GEICO Are Class Members Releasing?**

As a part of the Settlement, Class Members agree not to sue GEICO by asserting any claim for payment of sales tax and/or fees. Unless you request exclusion from the Settlement Class, you give up the right to individually sue GEICO and claim you are owed Sales Tax and/or Regulatory Fees as part of your Total Loss Claim, even if you do not submit a Claim Form for payment as part of this Settlement. You are not releasing any other claim against GEICO. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement at [www. \[REDACTED\].com](http://www. [REDACTED].com).

**How Do I Find Out More About This Lawsuit?**

If you have any questions about the lawsuit or any matter raised in this Notice, please call toll-free at 1-###-###-#### or go to www.###.com.

This www.###.com website provides:

1. An electronic Claim Form submission and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form;
3. The full terms of the Settlement;
4. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiffs; and
6. Other general information about the class action.

You also may contact Class Counsel, whose contact information is provided above.

If the address you submit on your Claim Form changes, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE CLERK OF THE COURT, OR DEFENDANTS OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

DATED: \_\_\_\_ ##, 2024

# EXHIBIT 5

EMAIL NOTICE

To:  
From:  
Subject: Claim Payment Pursuant to Class Action Settlement

**Records show you may have suffered a total loss while insured with GEICO and you may be entitled to payment in a class action settlement.**

*Philip Angell, et al. v. Geico Advantage Insurance Company, et al.*, Case No. 4:20-cv-00799, United States District Court for the Southern District of Texas, Houston Division

**Claim your potential cash payment from the Settlement by [Date].**

TO MAKE A CLAIM: Click [here](#) or go to [www.XXXX.com](#) and click on Submit a Claim and enter your Claimant ID Number [\[insert Claimant ID Number\]](#)

**Why am I getting this Notice?** You have been identified as a potential Settlement Class Member in a class action against GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, and GEICO Choice Insurance Company (“GEICO”) because (1) you were insured by GEICO or one of its affiliates under a Texas private passenger automobile insurance policy; and (2) you submitted a physical damage claim with respect to your insured vehicle between May 5, 2016 and \_\_\_\_\_ that resulted in a Total Loss Claim payment. The parties have agreed to settle this case. The full terms of the Settlement Agreement can be found at [www.\\_\\_\\_\\_\\_.com](#)

**What is this lawsuit about?** The Settlement resolves a lawsuit claiming that GEICO breached its auto insurance policies by failing to fully pay Regulatory Fees. GEICO denies any fault, wrongdoing or liability.

**Settlement terms.** GEICO’s records indicate you may be a member of the Regulatory Fees Class. Regulatory Fees Class Members who submit a valid timely claim are eligible to receive payment of up to \$80 in Regulatory Fees (less any amounts in Regulatory Fees included in the original total loss claim payment and less each claimant’s proportional share of Class Counsel Fees and/or court-awarded costs). The total amount to be made available for Settlement Payments, Class Counsel Fees and court-awarded costs is \$33,700,000.00. Class Counsel will be seeking attorneys’ fees and costs of up to \$8,189,000.00 to be paid from the available settlement amount and \$7,500.00 Service Awards to the Class Representatives, with all amounts to be approved by the Court.

To be eligible for payment, you must complete and mail the Claim Form attached to the postcard you received in the mail or submit a Claim Form online at [www.XXXX.com](#) using your Claimant ID or a valid claim number. Paper Claim Forms must be postmarked by \_\_\_\_\_, or electronic Claim Forms submitted on the Settlement Website, by 11:59pm EST on \_\_\_\_, 20\_\_.

**What are my options?** You can make a claim, exclude yourself (“opt out”), object to the Settlement, or do nothing. Unless you timely submit a Claim Form, you will not get a settlement payment. If you don’t want to be legally bound by the Settlement, you must exclude yourself by **[MONTH], [DAY], [YEAR]**. Unless you exclude yourself, you won’t be able to sue or continue to sue GEICO for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the final approval hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **[MONTH], [DAY], [YEAR]**, and must comply with all instructions for submission.

The Court will hold the Final Approval Hearing at \_\_\_\_m. on **[INSERT]** 2024, in Courtroom **[ ]** of **[Insert Court Address]** to decide whether to grant final approval of the Settlement, consider Class Counsel’s request for attorney’s fees, costs and expenses, and consider the Class Representatives requests for service awards. You may attend. The date of the FINAL APPROVAL HEARING may change without further



notice to the class. You should be advised to check the settlement websites at [www.INSERTNAME.com](http://www.INSERTNAME.com) or the Court's PACER website at [\[insert court website\]](#), to confirm that the date of the FINAL APPROVAL HEARING has not been changed.

**What do I do if I already made a claim by mail?** You also should receive (or may have already received) a postcard notice (with the same information as in this email) with a detachable, postage-prepaid claim form to enable you to make a claim by mail. If you made a claim by mail, you do not need to submit a claim electronically.

**How do I get more information?** More details and the full terms of the Proposed Settlement are available at [www.XXXX.com](http://www.XXXX.com). You may also contact class counsel at [\[redacted\]](#). PLEASE DO NOT TELEPHONE THE COURT, GEICO OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

# EXHIBIT 6

EMAIL NOTICE

To:  
From:  
Subject: Claim Payment Pursuant to Class Action Settlement

**Records show you may have suffered a total loss while insured with GEICO and you may be entitled to payment in a class action settlement.**

*Philip Angell, et al. v. Geico Advantage Insurance Company, et al.*, Case No. 4:20-cv-00799, United States District Court for the Southern District of Texas, Houston Division

**Claim your potential cash payment from the Settlement by [Date].**

TO MAKE A CLAIM: Click [here](#) or go to [www.XXXX.com](#) and click on Submit a Claim and enter your Claimant ID Number [\[insert Claimant ID Number\]](#)

**Why am I getting this Notice?** You have been identified as a potential Settlement Class Member in a class action against GEICO Advantage Insurance Company, GEICO Indemnity Company, Government Employees Insurance Company, GEICO County Mutual Insurance Company, GEICO Choice Insurance Company (collectively, "GEICO") because (1) you were insured by GEICO or one of its affiliates under a Texas private passenger automobile insurance policy; and (2) you submitted a physical damage claim with respect to your insured leased vehicle between May 5, 2016 and \_\_\_\_\_ that resulted in a Total Loss Claim payment that may have not included full state sales tax ("Sales Tax"). The parties have agreed to settle this case. The full terms of the Settlement Agreement can be found at [www.\\_\\_\\_\\_\\_.com](#)

**What is this lawsuit about?** The Settlement resolves a lawsuit claiming that GEICO breached its auto insurance policies by failing to fully pay Regulatory Fees, and for leased vehicle only, failed to properly include full Sales Tax in claim payments to insureds who sustained first-party total loss claims. GEICO denies any fault, wrongdoing or liability.

**Settlement terms.** GEICO's records indicate you may be a member of the Sales Tax Class. Sales Tax Class Members who submit a valid timely claim are eligible to receive payment of Sales Tax of up to 6.25% based on the adjusted value of their totaled vehicle at the time of the loss and \$80 in Regulatory Fees (less any amounts in Sales Tax or Regulatory Fees included in the original total loss claim payment and less each claimant's proportional share of Class Counsel Fees and/or court-awarded costs). The total amount to be made available for Settlement Payments, Class Counsel Fees and court-awarded costs is \$33,700,000.00. Class Counsel will be seeking attorneys' fees and costs of up to \$8,189,000.00 to be paid from the available settlement amount and \$7,500.00 Service Awards to the Class Representatives, with all amounts to be approved by the Court.

To be eligible for payment, you must complete and mail the Claim Form attached to the postcard you received in the mail or submit a Claim Form online at [www.XXXX.com](#) using your Claimant ID or a valid claim number. Paper Claim Forms must be postmarked by \_\_\_\_\_, or electronic Claim Forms submitted on the Settlement Website, by 11:59pm EST on \_\_\_\_\_, 20\_\_\_\_.

**What are my options?** You can make a claim, exclude yourself ("opt out"), object to the Settlement, or do nothing. Unless you timely submit a Claim Form, you will not get a settlement payment. If you don't want to be legally bound by the Settlement, you must exclude yourself by **[MONTH], [DAY], [YEAR]**. Unless you exclude yourself, you won't be able to sue or continue to sue GEICO for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the final approval hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **[MONTH], [DAY], [YEAR]**, and must comply with all instructions for submission.

The Court will hold the Final Approval Hearing at [REDACTED].m. on [INSERT] 2024, in Courtroom [REDACTED] of [Insert Court Address] to decide whether to grant final approval of the Settlement, consider Class Counsel's request for attorney's fees, costs and expenses, and consider the Class Representatives requests for service awards. You may attend. The date of the FINAL APPROVAL HEARING may change without further notice to the class. You should be advised to check the settlement websites at [www.INSERTNAME.com](http://www.INSERTNAME.com) or the Court's PACER website at [insert court website], to confirm that the date of the FINAL APPROVAL HEARING has not been changed.

**What do I do if I already made a claim by mail?** You also should receive (or may have already received) a postcard notice (with the same information as in this email) with a detachable, postage-prepaid claim form to enable you to make a claim by mail. If you made a claim by mail, you do not need to submit a claim electronically.

**How do I get more information?** More details and the full terms of the Proposed Settlement are available at [www.XXXX.com](http://www.XXXX.com). You may also contact class counsel at [REDACTED]. PLEASE DO NOT TELEPHONE THE COURT, GEICO OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

# EXHIBIT 7

