

DRAFT

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

*Ann Jones v. Owners Insurance Company, Auto-Owners Insurance Company, and
Home-Owners Insurance Company
Superior Court of White County, Georgia
Case No. SUCV2022000234*

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EXHIBITS

1. Proposed Preliminary Approval Order
2. Mail Notice, including Claim Form
3. Long-Form Notice (for Settlement Website)

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This Class Action Settlement Agreement and Release (“Agreement”) is entered into pursuant to O.C.G.A. 9-11-23. For the purposes of this Agreement, “Defendants” refers to Auto-Owners Insurance Company, Owners Insurance Company, and Home-Owners Insurance Company. “Jones” refers to Plaintiff Ann Jones. Plaintiff Jones may be referred to at times herein as “Plaintiff” or the “Settlement Class Representative.” The “Parties” refers, collectively, to Defendants and Plaintiff.

This Agreement effects a full and final settlement and dismissal with prejudice of all of the Released Claims against all Released Persons relating to the following matter: *Ann Jones v. Owners Insurance Company, Auto-Owners Insurance Company, and Home-Owners Insurance Company*, (Case No. SUCV2022000234) (Superior Court of White County, Georgia) (the “Action”).

RECITALS

WHEREAS, on June 9, 2022, Plaintiff Ann Jones filed a putative class action suit against Owners Insurance Company;

WHEREAS, on August 11, 2022, Owners answered Plaintiff’s Class Action Complaint;

WHEREAS, the Parties thereafter engaged in comprehensive discovery including the production of documents;

WHEREAS, Plaintiff subsequently filed a First Amended Complaint naming all Defendants as Parties to the Action;

WHEREAS, on May 23, 2023, the Parties engaged in a full-day mediation before mediator Gregory Parent, which ultimately led to the resolution of the Action;

WHEREAS, Defendants continue to deny all material allegations of the Action;

WHEREAS, Plaintiff and Class Counsel, while believing that the claims asserted in the Action are meritorious, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation, the risk associated with potential appeals on the same or similar issues in other cases, the relief secured in this Agreement, as well as the likelihood of success on any appeal of this Action, and believe that, in consideration of all the circumstances, the Proposed Settlement embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

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

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties that the Action be settled and compromised by Plaintiff, the Settlement Class (defined below), and Defendants on the following terms and conditions, subject to the approval of the Court after hearing:

I. DEFINITIONS

The following terms shall be defined as set forth below:

1. “Attorneys’ Fee Award” means the Court-determined award of attorneys’ fees, costs, and expenses to Class Counsel.
2. “Automobile Insurance Policy” means a Georgia policy of automobile insurance issued by one of the Defendants in effect during the Class Period.
3. “Claim Form” means the Court-approved claim form, without material alteration from the claim form contained within Exhibit 2 that a Settlement Class Member may submit to be considered for payment under the Final Settlement.
4. “Claim Payment” means the payment to be issued by Defendants to Settlement Class Members who submit valid, complete, and timely claims, as calculated in accordance with the terms of this Agreement.
5. “Claims Submission Deadline” means the date by which completed Claim Forms must be submitted electronically to the Settlement Website, or postmarked if

submitted by mail, to be considered timely (*i.e.*, by sixty (60) days following the Final Approval Hearing).

6. “Class Counsel” means the attorneys approved and appointed by the Court to represent the Settlement Class Members.
7. “Class Period” means January 1, 2020 to August 2, 2022.
8. “Court” means the Superior Court of White County, Georgia.
9. “Eligible Class Member” means a Settlement Class Member who timely submits a completed Claim Form and who may be eligible for a payment pursuant to the terms of the Final Settlement. If there is more than one named insured on an insurance policy that is an Eligible Class Member, then the total number of insureds on that policy shall collectively be considered as one Eligible Class Member for purposes of this Agreement.
10. “Final Approval Hearing” means the fairness hearing conducted by the Court to consider final approval of this Agreement.
11. “Final Order and Judgment” means a final order from the Court approving this Agreement, disposing of all claims asserted in the Action, and settling and releasing all claims consistent with the terms of this Agreement.
12. “Final Settlement” means the settlement approved by the Court in the Final Order and Judgment as fair, reasonable, and adequate consistent with the terms of this Agreement.
13. “Mail Notice” means the notice without material change from Exhibit 2.
14. “Notice Date” means the date that the Mail Notice (including Claim Form) is mailed to potential Settlement Class Members.
15. “Legally Authorized Representative” means: a legally appointed administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a legally-appointed guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally-appointed Person or entity responsible for handling the affairs of a Settlement Class Member. For purposes of completing a Claim Form, a surviving spouse of a deceased class member will be considered a Legally Authorized Representative for purposes of this Agreement if no Estate has been opened, and no other Person has legal authority for handling the affairs of the deceased Settlement Class Member. A Person who purports to possess a claim by assignment or transfer, other than as described in this Paragraph, shall not be considered a “Legally Authorized Representative.”
16. “Long-Form Notice” means a notice substantially in the form of Exhibit 3 to be posted on the Settlement Website.

17. “Maximum Claim Payment” means the maximum amount to which a Settlement Class Member may be entitled as calculated pursuant to Section V below.
18. “Opt-Out List” means the list of valid and timely requests for exclusion from the Settlement Class compiled by the Settlement Administrator.
19. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
20. “Preliminary Approval Order” means an order entered by the Court preliminarily approving the Proposed Settlement in the form of, or in all material respects substantially in the form of, the Proposed Preliminary Approval Order.
21. “Proposed Preliminary Approval Order” means the proposed order attached hereto as Exhibit 1.
22. “Proposed Settlement” means the settlement described in this Agreement, before final approval by the Court.
23. “Released Claims” means:

any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys’ fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory and common law bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against Defendants, including without limitation those which have been or could have been asserted in the Action, arising out of or relating to the claims conditionally certified by the Court in this Action and covered by this Settlement during the Class Period.
24. “Released Persons” means Defendants and each of their predecessors, successors, parent companies, agents, subsidiaries, divisions, affiliates, and assigns; its present and former officers, directors, employees, insurers, attorneys, and assigns; and/or anyone acting or purporting to act for it or on its behalf.
25. “Releasing Persons” means: (a) Plaintiff; and (b) Settlement Class Members who do not otherwise timely opt-out of the Settlement Class (whether or not such members submit claims) and their respective present, former or subsequent assigns, heirs, successors, attorneys, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, employees and anyone working on their behalf.

26. “Settlement Administrator” means a third-party settlement administrator selected by the Parties pursuant to the terms of this Agreement.

27. The “Settlement Class” is comprised of all Persons who are within the following group:

All Georgia citizens residing in the State of Georgia who were: (1) insured under an auto policy issued by Defendants, (2) submitted a claim to Defendants that was accepted and paid by Defendants as a total loss from January 1, 2020 through August 2, 2022, and (3) did not or potentially did not receive a payment of at least 6.6% of the agreed-upon actual cash value of the loss vehicle as the title ad valorem tax on that claim.

Settlement Class Members will be identified exclusively based on information in Owner’s own records.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for Defendants and the immediate family members of such persons; (2) employees of Defendants; (3) any members of the judiciary assigned to the Action and their staff; and (4) the Parties’ counsel in the Action.

28. “Settlement Class Member” means any Person encompassed by the definition of the Settlement Class and not excluded from the Settlement Class, as set forth above.

29. “Settlement Website” means the website to be maintained for this Settlement by the Settlement Administrator.

II. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

1. Solely for the purpose of implementing this Agreement and effectuating the Proposed Settlement, Defendants stipulate to entry of a preliminary approval order (in the form of the Proposed Preliminary Approval Order attached as Exhibit 1 or including the substance of the Proposed Preliminary Approval Order attached as Exhibit 1), preliminarily certifying the Settlement Class, appointing Plaintiff as representative of the Settlement Class, and appointing the following as Class Counsel for the Settlement Class:

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

William Greg Dobson
Michael J. Lober

LOBER & DOBSON, LLC

wgd@lddllyers.com

mjlober@lddllyers.com

Robert E. Lee Building, Suite 201

830 Mulberry Street

Macon, Georgia 31201

Telephone: (478)745-7700

Todd L. Lord

Law Office of Todd L. Lord

attytllord@windstream.net

Post Office Box 901

4 Courthouse Square

Cleveland, Georgia 30528

Telephone: 706-219-2239

2. The parties will coordinate to select a third-party settlement administrator approved by each party (and such approval shall not be unreasonably withheld). Defendants will pay the Settlement Administrator separately and in addition to amounts paid to the Settlement Class Members.
3. Plaintiff shall submit this fully executed Agreement to the Court, and request entry of the Proposed Preliminary Approval Order, without material alteration from Exhibit 1, or an Order that includes the substance of the Proposed Preliminary Approval Order, and specifically that:
 - a. Preliminarily approves this Agreement;
 - b. Finds that the Court possesses personal jurisdiction over all Settlement Class Members and possesses subject matter jurisdiction to preliminarily approve this Agreement;
 - c. Preliminarily certifies the Settlement Class, approves Plaintiff as representative of the Settlement Class, and appoints Class Counsel as counsel for the Settlement Class;
 - d. Finds that the Proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class;
 - e. Approves the notice plan;
 - f. Approves the Claim Form to be distributed to and/or used by Settlement Class Members, and sets a Claims Submission Deadline by which the Claim Forms must be submitted in order to be deemed timely (*i.e.*, within sixty (60) days after the Final Approval Hearing);

- g. Approves the Settlement Website as described herein, which may be amended during the course of the settlement administration as appropriate and agreed to by the Parties, and which shall be maintained for at least 120 days after the Claims Submission Deadline;
- h. Appoints a mutually agreed third party as the Settlement Administrator;
- i. Directs the Settlement Administrator to maintain a toll-free telephone number containing recorded answers to frequently asked questions which shall be active through 120 days after the Claims Submission Deadline;
- j. Determines that the notice provided to potential Settlement Class Members: (i) is the best practicable notice under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to or exclude themselves from the Proposed Settlement; and (iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice;
- k. Schedules the Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement and whether it should be finally approved by the Court on a date not sooner than fifty-five (55) days after entry of the Preliminary Approval Order;
- l. Requires the Settlement Administrator to file proof of completion of notice at least seven (7) days prior to the Final Approval Hearing, along with the Opt-Out List, which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class, and an affidavit attesting to the accuracy of the Opt-Out List;
- m. Requires each Settlement Class Member, who did not previously exclude himself or herself from the class action after being sent prior notice in this class action, who wishes to exclude himself or herself from the Settlement Class, to submit an appropriate, timely request for exclusion, postmarked no later than thirty (30) days after the Notice Date;
- n. Orders that any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action;
- o. Requires each Settlement Class Member who does not submit a timely request for exclusion from the Settlement Class and wishes to object to the fairness, reasonableness, or adequacy of this Agreement or to intervene in the Action, to follow the procedures set forth in this Agreement, including those requirements applicable to any attorney representing the Settlement Class Member;

- p. Stays all proceedings in the Action until further order of the Court, except that the Parties may conduct proceedings necessary to implement the Proposed Settlement or effectuate the terms of this Agreement;
 - q. Implements or orders any other provisions or directives or procedures not contemplated by the Parties, if necessary to comply with governing law and/or binding precedent and if such provisions do not materially alter the substantive terms of this Agreement; and
- 4. Plaintiff will draft the motion requesting entry of the Proposed Preliminary Approval Order, which Defendants will review and confirm joinder or lack of opposition upon agreement to the form of a mutually acceptable motion.
 - 5. This Settlement is contingent upon approval by the Court. If the Settlement does not receive final and non-appealable Court approval, Defendants shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members or any attorneys' fees or expenses to Class Counsel. If the Settlement does not receive final and non-appealable Court approval, the Parties shall be restored to the *status quo ante* in the Action.

III. CLASS NOTICE

- 1. For purposes of determining the potential Settlement Class Members who will be recipients of Notices under this Settlement (and their respective mailing and e-mail addresses), Defendants shall search and determine from its records and database(s) those Settlement Class Members who fall within the class definition and its class period.
- 2. Defendants will pay all costs of effectuating and implementing the class notice set forth herein, separate and apart from payments made to Settlement Class Members.
- 3. Within fourteen (14) days of the Preliminary Approval Order, the Settlement Administrator shall send the Mail Notice to each potential Settlement Class Member. Only one notice shall be required per insurance policy issued by Defendants on which a total loss has occurred. The Mail Notice will be sent to each potential Settlement Class Member for whom Defendants can reasonably ascertain mailing addresses from a review of its records, by first class mail, postage pre-paid, addressed to the potential Settlement Class Member's last known address, if any, as shown by the records of Defendants. In the event that a Mail Notice to a potential Settlement Class Member is returned as undelivered with a forwarding address, the Settlement Administrator shall promptly re-mail the Mail Notice to the forwarding address provided. No other search for other addresses shall be required.

4. For those Settlement Class Members to whom the Mail Notice was returned as undelivered with a forwarding address, the Settlement Administrator shall mail a second Mail Notice to the forwarding address provided. If no forwarding address is provided with returned mail, the Settlement Administrator shall not be required to send a second Mail Notice.
5. All Notices shall contain a numeric or alphanumeric identifier that is unique to each potential Settlement Class Member.
6. The Settlement Administrator shall rent a Post Office Box for the purpose of receiving any requests for exclusion, any objections, notices of intention to appear, returned mail, or other correspondence related to this Settlement.
7. The Settlement Administrator shall maintain any Notices that are returned as undeliverable.
8. The Settlement Administrator shall post the Settlement Agreement and the Preliminary Approval Order on the Settlement Website. The Settlement Website shall be used for the purpose of submitting claims such that each Settlement Class Member may, using his or her unique numeric or alphanumeric identifier and an electronic signature, fill out and submit a Claim Form on the Settlement Website. Additionally, a Settlement Class Member may submit a Claim Form by U.S. Mail to the Settlement Administrator. The Parties shall mutually agree on the URL address for the website, which shall not include the name of Defendants and shall not contain any advertising or bear the logos or trademarks of Defendants. The Settlement Website may be amended from time to time as agreed to by the Parties, including to add any fee application and Final Approval Order. A link to the Settlement Website shall be included in the Notices. The Settlement Administrator shall maintain the website for at least 120 days after the Claims Submission Deadline, after which time the Settlement Website shall be removed.
9. The Settlement Administrator shall also create and make available to Settlement Class Members a toll-free number with recorded answers to frequently asked questions. The toll-free number shall be active through 120 days after the Claims Submission Deadline.

IV. SETTLEMENT ADMINISTRATOR

1. Defendants agree to pay all reasonable class settlement administration costs. The Parties agree that a third party shall be appointed as Settlement Administrator to perform the services described herein. Defendants shall be solely responsible for the payment of the Settlement Administrator's fees and costs. Payments to Settlement Class Members will not be impacted or affected in any way due to Defendants' agreement to pay the fees and costs of the Settlement Administrator.

2. The Settlement Administrator shall assist with the various administrative tasks set forth herein and any others necessary to implement the terms of this Agreement and the Proposed Settlement as preliminarily approved.

V. CLAIMS PAYMENTS

1. To be eligible for a Claim Payment under this Settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a complete Claim Form and must not have submitted a request for exclusion.
2. The Maximum Claim Payment paid to each individual Eligible Class Member who submits a timely, complete, and valid claim will be calculated as follows:

Defendants will pay 100% of the Georgia title ad valorem tax (“TAVT”) owed to the Settlement Class Member calculated by determining 6.6% of the Actual Cash Value of the total loss vehicle paid by Defendants when settling the Settlement Class Member’s total loss claim. To the extent a Settlement Class Member was paid some portion of the TAVT on the total loss claim that did not equate to 6.6% of the Actual Cash Value of the total loss vehicle paid by Defendants, Defendants shall pay the Settlement Class Member the difference, if any, between the TAVT previously paid on the claim and the TAVT calculated in the manner described herein. Each Settlement Class Member’s individual claim will be capped at \$450.00 regardless of the amount of TAVT previously paid or due to the Settlement Class Member.

3. The payment described herein in this Section V is the only payment to which Settlement Class Members are entitled under this Agreement. No additional amounts shall be paid. The payments shall be in full and final disposition of the Action, and in consideration for the release of any and all Released Claims as against any and all Released Persons. Any rights to settlement Claim Payments under this Agreement shall inure solely to the benefit of Settlement Class Members and are not transferable or assignable to others.
4. All terms or payment limitations provided for under Defendants policies and the Georgia Statutes and/or regulations remain applicable to the Settlement Class Members, except as provided herein.
5. Subject to the claims-made nature of this Proposed Settlement, no Settlement Class Member’s claim shall exceed \$450.00.

VI. CLAIM SUBMISSIONS

1. This is a “claims-made” settlement. In addition to Owner’s belief that it has a reasonable chance of success as to any trial or appeal related to the Action, because of the costs, resources, and time that would be incurred, Defendants asserts that it

would not have settled the Action except on a claims-made basis. The claims-made structure of this Agreement is a material term of this Proposed Settlement.

2. Each Settlement Class Member will be provided an opportunity to submit, at his or her option, a Claim Form requesting a payment calculated in accordance with Section V above. The Claim Form unique to each Settlement Class Member shall be attached to the Notices.
3. To be considered for payment, a completed and signed Claim Form must be postmarked by U.S. Mail or other courier service or submitted electronically to the Settlement Website no later than 12:00 a.m. (midnight) Eastern Standard Time on the Claims Submission Deadline, which is sixty (60) days after the Final Approval Hearing. The timeliness of the mailing or electronic submission of the Claim Forms shall be determined by the Settlement Administrator.
4. A Settlement Class Member must in a Claim Form (i) affirm Settlement Class membership; (ii) affirm his or her identity; and (iii) sign the Claim Form attesting to the accuracy of the information contained in the submitted Claim Form to the best of the Settlement Class Member's knowledge. Each individual Settlement Class Member will have a corresponding Claimant ID (assigned by the Settlement Administrator for tracking purposes) which will be listed on each of the Notices. Claim Forms must be submitted individually by each Settlement Class Member and shall not be submitted collectively or in groups.

VII. CLAIMS ADMINISTRATION

1. Claim Forms that are timely submitted to the Settlement Administrator shall be processed as follows:
 - a. If a Claim Form is unsigned, illegible, or does not include all of the information listed and required in Section VI, that Claim Form shall be deemed defective and not eligible for payment. The claimant shall have one (1) opportunity to cure the defect by submitting a corrected Claim Form within ten (10) days of notice sent by the Settlement Administrator. No further opportunities to cure will be allowed by the Settlement Administrator.
 - b. Defendants reserve the right to audit or challenge individual claims submitted by Settlement Class Members on a case-by-case basis. If Defendants challenge a claim submission, within thirty (30) days after the Claims Submission Deadline, Defendants will explain in writing to the Settlement Class Member the reason why Defendants do not believe the Settlement Class Member is entitled, in whole or in part, to payment, a copy of which will be provided to Class Counsel. Class Counsel will provide any response to disputed claims within 45 days after the Claims Deadline. Any disagreements between Class Counsel, Defendants, and/or

the claimant concerning the validity of a submitted claim will be resolved by submitting the dispute to a mutually-agreed neutral third party, subject to further review by the Court if requested.

- c. For those claims that Defendants does not challenge as invalid, Defendants will review its records, claims files, and data, and shall provide the Settlement Administrator and Class Counsel information with the amount of the Claim Payment for each claim. Class Counsel will have ten (10) business days from the receipt of that information to dispute the amounts of any Claim Payment. Defendants and Class Counsel shall cooperate to resolve any dispute as to any Claim Payments within ten (10) days. Any dispute the Parties are unable to resolve will be submitted to a mutually-agreed neutral third party for determination, subject to further review by the Court if requested.
- d. Properly completed, timely submitted, and eligible claims shall be paid within seventy-five (75) days after the entry of Final Order and Judgment (or seventy-five (75) days after the resolution of any appeals or other post-judgment relief if sought), whichever is later.
- e. Individual payment checks for each properly completed, timely submitted, and eligible claim shall be issued by Defendants and sent to the Settlement Administrator for mailing. All settlement checks shall remain negotiable for 180 days after issuance. If a check has not been cashed within that 180-day time period, Defendants is entitled to void or cancel those checks and is not obligated to re-issue the same and thereby may retain such funds.
- f. Disputed claims shall be paid at the later of: (i) thirty (30) days after resolution of the claim between Counsel for the Parties and/or the Court; or (ii) seventy-five (75) days after the entry of Final Order and Judgment (or seventy-five (75) days after the resolution of any appeals or other post-judgment relief if sought).
- g. Claim Forms that are not fully completed and/or not timely submitted, as determined by the Settlement Administrator, shall not be considered for payment.
- h. Defendants and Class Counsel may request periodic status reports from the Settlement Administrator in order to monitor the status of the Settlement, including as to Notices and claims submissions.

VIII. ATTORNEYS' FEES AND COSTS AWARD

1. Class Counsel's entitlement, if any, to an Attorneys' Fee Award, will be determined by the Court. The terms of any such awards, fees, costs, or expenses were not negotiated until after all material elements of the Proposed Settlement were preliminarily resolved subject to the execution of a term sheet between the Parties

and this Agreement, and the terms of this Proposed Settlement are not conditioned upon any maximum or minimum Attorneys' Fee Award, except as explicitly stated herein. Defendants shall bear its own attorneys' fees and costs.

2. Class Counsel will file a motion with the Court prior to the Final Approval Hearing requesting an award of attorneys' fees and costs payable to Class Counsel in a total amount that shall not exceed \$650,000.00 for attorneys' fees and costs ("Maximum Attorneys' Fees and Costs Award").
3. Payment of any attorneys' fees and costs award, and of the costs of the administration of this Settlement, are separate from and in addition to the payments available to Settlement Class Members and class representative. The amount owed and/or paid to Settlement Class Members will not be adjusted or reduced at all as a result of any payments made for attorneys' fees, costs, or the costs of administration and notice.
4. Defendants will not oppose or object to a motion requesting an award of attorneys' fees, costs, and expenses to be paid to Class Counsel in an amount not exceeding the Maximum Attorneys' Fees and Costs Award. As long as the Attorneys' Fee Award does not exceed the Maximum Attorneys' Fees and Costs Award, Defendants agree to pay and will not appeal the Attorneys' Fee Award or any lesser amount the Court may award. Plaintiff and Class Counsel will not seek to enforce or recover any Attorneys' Fee Award in excess of the Maximum Attorneys' Fees and Costs Award. Defendants will not oppose or object to the payment of settlement administration costs as separate costs and expenses that are in addition to the Maximum Attorneys' Fees and Costs Award. Class Counsel represent that they have conferred with all attorneys for Plaintiff and that the amount set forth herein is the maximum fee and costs amount for *all* Class Counsel, and any other attorneys representing Plaintiff, in connection with the Action.
5. Attorneys' fees and costs shall be payable within seven (7) days after the entry of the Final Order and Judgment and the expiration of the appeal period unless an appeal or other relief is sought from that Final Order and Judgment. If an appeal or other relief is sought from the Final Order and Judgment, the attorneys' fees and costs shall not be due until seven (7) days after the resolution of such appeal or other request for relief. Defendants shall not be obligated to pay any attorneys' fees and costs if the Proposed Settlement is not finally approved and/or sustained on appeal. If this Proposed Settlement is not finally approved or sustained, then Defendants shall be entitled to contest Class Counsel's entitlement to an award of attorneys' fees and costs in the Action.
6. Any disputes as to amounts paid on settlement claims of individual Settlement Class Members shall be submitted to a mutually agreed neutral third party or the Court for resolution as provided herein, but no attorneys' fees or costs will be recoverable by any party in connection with such disputes in excess of the amount set forth above.

IX. CLASS REPRESENTATIVE SERVICE AWARD

1. Class Counsel may petition the Court for a Service Award not to exceed \$10,000.00 for the service to the Settlement Class and the time and effort that the Class Representative personally invested in this action. If approved, the Service Award will be paid by Defendants exclusively and independently of any class settlement benefits, attorney's fees and costs, and settlement administration costs. Class Counsel shall be responsible for distributing to the Class Representative any Service Award awarded by the Court and paid by Defendants.

X. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

1. At least seven (7) days prior to the Final Approval Hearing, Class Counsel will file a motion seeking the Court's final approval of the Proposed Settlement at the Final Approval Hearing to be held at a time, date, and location as set by the Court and that will be stated in the Notices (if provided by the Court). The Motion shall request, at minimum, the Court to enter a Final Order and Judgment that:
 - a. Certifies the Settlement Class for settlement purposes only;
 - b. Finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Agreement and all Exhibits thereto;
 - c. Gives final approval to the Proposed Settlement and directs the Parties and counsel to comply with and consummate the terms of the Agreement;
 - d. Finds that Class Counsel and Plaintiff adequately represented the Settlement Class;
 - e. Finds that the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class Members;
 - f. Finds that the notice set forth in this Agreement (i) constituted the best practicable notice under the circumstances, (ii) was reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Proposed Settlement, and to appear at the Final Approval Hearing, and (iii) constituted due, adequate, and sufficient process and notice to all Persons entitled to receive notice;
 - g. Finds that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, neither share in nor are bound by the Final Order and Judgment;

- h. Provides that Plaintiff, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against Defendants and the Released Persons, and are bound by the provisions of this Agreement;
- i. Dismisses all claims in the Action on the merits and with prejudice, and without fees or costs except as provided herein, and entering final judgment thereon;
- j. Determines the amount of the Attorneys' Fees Award to Class Counsel; and
- k. Appoints the Settlement Administrator to continue to administer the Final Settlement.

XI. REQUESTS FOR EXCLUSION AND OBJECTIONS

1. Settlement Class Members who wish to exclude themselves from the Settlement Class must submit timely and written requests for exclusion. To be effective, such a request must include the Settlement Class Member's name and address, an unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member. The request must be mailed to the Settlement Administrator at the address provided in the Notices postmarked no later than thirty (30) days after the Notice Date. Requests for exclusion must be exercised individually by the Settlement Class Member and are only effective as to the individual Settlement Class Member requesting exclusion.
2. Settlement Class Members may not opt out of specific aspects of the settled claims while still participating for other aspects of this Proposed Settlement based on the same claim. Settlement Class Members may not both opt out of the Settlement Class and object to the Proposed Settlement. If a Settlement Class member opts out of the Settlement Class, he or she is ineligible to object to the terms of the Proposed Settlement.

3. Plaintiff shall not elect or seek to opt out or exclude themselves from the Settlement Class, and any such attempt will be deemed a breach of this Agreement and sufficient to permit Defendants to terminate this Agreement.
4. The Settlement Administrator shall promptly log and prepare a list of all Persons who properly requested exclusion from the Settlement Class (the "Opt-Out List") and shall submit an affidavit to the Court which includes and attests to the accuracy of the Opt-Out List no later than seven (7) days prior to the Final Approval Hearing set by the Court.
5. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein pursuant to the terms of a Final Order and Judgment.
6. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must mail to the Settlement Administrator and file with the Court written notices of intent to object. Any Settlement Class Member who timely files an objection in compliance with this paragraph may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent and only if permitted by the Court.
7. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than forty-five (45) days after the Preliminary Approval Order.
8. The right to object to the Proposed Settlement or to intervene in the Action must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that such objections may be submitted by a Settlement Class Member's Legally Authorized Representative.
9. To be effective, a notice of intent to object to the Proposed Settlement must include:
 - a. a caption or title that identifies it as "Objection to Class Settlement in *Jones v. Owners Insurance Company*, Case No. SUCV2022000234";
 - b. the full name, signature, home address and telephone number, or other information sufficient to identify the Settlement Class Member;
 - c. a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;

- d. a certification that the objecting party is a member of the Settlement Class;
 - e. a statement of each objection asserted;
 - f. a detailed description of the basis and facts underlying and supporting each objection;
 - g. a detailed description of the legal authorities, if any, underlying and supporting each objection;
 - h. copies of exhibits and/or affidavits, if any, to be offered in support of the objection or during the Final Approval Hearing;
 - i. a list of all witnesses, if any, the objecting party may call to testify at the hearing, along with the address for each witness and a summary of each witness's anticipated testimony;
 - j. the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection;
 - k. the objecting party's policy number(s) (last four digits) for his or her Georgia automobile policies with Defendants or other documentary proof of membership in the Settlement Class; and
 - l. disclosure of any other class action settlements to which the objecting party or his or her agents or representatives, successors or predecessors have objected, including disclosing the number of times the objecting party has objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing the objecting party in each prior objection, and a copy of any orders related to any prior objections.
10. Any Settlement Class Member who does not file a timely notice of intent to object waives the right to object or to be heard at the Final Approval Hearing and shall be barred from making any objection to the Proposed Settlement. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Defendants by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Proposed Settlement shall remain Settlement Class Members and waive their right to pursue an independent remedy against Defendants. To the extent any Settlement Class Member objects to the Proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court. Settlement Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions set forth herein.

11. The Settlement Administrator shall provide Defendants and Class Counsel a copy of each notice of intent to object received by the Settlement Administrator.

XII. DENIAL OF LIABILITY

1. Defendants maintain that they have acted in accordance with governing laws and their insurance policies. Defendants deny any fault, wrongdoing, or liability to Plaintiff or the Settlement Class Members for monetary damages or other relief, but they believe 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 their personnel and resources. Neither this Agreement nor the negotiations concerning it or any settlement negotiations may be used, offered, or admitted as evidence of liability or for any purpose or filed with the Court for any reason, other than filing a copy of this Agreement for purposes of approval of this Settlement.
2. Defendants enter into this Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind. This Agreement shall not be construed as an admission or concession of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

XIII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

1. Plaintiff, on behalf of the Releasing Persons, hereby expressly acknowledges and agrees, on her own behalf and on behalf of each of her respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Persons of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against the Released Persons, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.
2. Upon entry of the Final Order and Judgment, Plaintiff, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, will be bound by the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged all Released Persons from all Released Claims.

3. Upon the entry of the Final Order and Judgment, the Action will be dismissed with prejudice as to Defendants, Plaintiff, and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List. The Final Order and Judgment will release all Released Persons from all Released Claims.

XIV. RETENTION AND CONFIDENTIALITY OF RECORDS

1. The Settlement Administrator, Class Counsel, and Defendants shall retain copies or images of all returned Notices and Claim Forms and correspondence relating thereto, for a period of up to two (2) years after the entry of the Final Order and Judgment. After this time and to the extent permitted by the applicable Rules of Professional Conduct, upon a Defendant's written request, Class Counsel shall destroy any documentary records in their possession.
2. The names, addresses, and data related to Settlement Class Members is confidential and (a) shall not be used or disclosed by Class Counsel or the Settlement Administrator other than as may be necessary to perform the acts required under this Agreement and (b) shall not be used in, or for purposes of, any other proceeding other than in connection with this Settlement in this Action.

XV. MISCELLANEOUS PROVISIONS

1. To the extent that Plaintiff or Class Counsel seek to provide the Court with an approximate value of the monetary and non-monetary relief in a motion for approval of this Proposed Settlement or for Attorneys' Fees, the Parties will confer on the mutually acceptable language to include in such submission.
2. This Proposed Settlement is contingent upon approval by the Court. If the Proposed Settlement does not receive final and non-appealable court approval, Defendants shall not be obligated to make any payments or provide any other monetary relief to Plaintiff or the Settlement Class Members or any attorneys' fees or expenses to Class Counsel; in such event, the Parties shall be restored to the *status quo ante* in the Action.
3. As described in this Agreement, Defendants will pay all costs incurred to implement and effectuate this Proposed Settlement, including, but not limited to, administrative costs, notice costs, claims handling cost, postage, website maintenance, and all other costs necessary to comport with this Agreement. These costs are separate from, and not included within, the lawsuit costs and expenses that Defendants has agreed to pay, if ordered by the Court, as part of the Attorneys' Fees and Costs Award. Likewise, these costs are separate from, and not included within, the class representative award Defendants has agreed to pay.
4. Each Party to this Agreement warrants that he, she, or it is fully authorized to enter into this Agreement, and is acting upon his, her, or its independent judgment and

upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

5. The Parties agree to undertake best efforts to effectuate this Agreement and the terms of the Proposed Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.
6. The headings and captions contained in this Agreement are for reference purposes only and in no way define, extend, limit, describe, or affect the scope, intent, meaning, or interpretation of this Agreement.
7. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
8. Except as otherwise provided in a written amendment executed by the Parties or their counsel, this Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties and their agents, attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.
9. This Agreement may be amended or modified only by a written instrument signed by all Parties.
10. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Georgia, without regard to principles of conflicts of law.
11. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made part of this Agreement.
12. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.
13. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties.
14. The terms of all confidentiality agreements and orders in the Action remain in full force and effect, and the Parties shall continue to maintain the confidentiality of materials exchanged pursuant to the terms of those agreements and orders.

15. The Parties agree that, if either party is contacted by and/or wants to issue any statement to the press or media regarding the Settlement of the Action, no statement will be issued and “no comment” shall be the response by all Parties. Nothing herein shall prevent Class Counsel from listing the amount of the Settlement, the parties to the Settlement and a description of the claims settled on their law firm websites.
16. The Court shall retain exclusive and continuing jurisdiction over this litigation, the Parties, their counsel, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits and payments, and the implementation and enforcement of its terms, conditions, and obligations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representative and the Settlement Class:

Ann Jones
Ann Jones

Date: 9/11/23

Brent Irby
Irby Law, LLC
By: Brent Irby

Date: 9/12/23

W. Greg Dobson
Lober & Dobson
By: by Brent Irby w/ express permission

Date: 9/12/23

Todd Lord
The Law Office of Todd Lord
By: by Brent Irby w/ express permission

Date: 9/12/23

For Defendants:

*Auto-Owners Insurance Company,
Owners Insurance Company, and
Home-Owners Insurance Company*

By: _____

Print Name: _____

Title: _____

Date: _____

076799.000169 4884-7765-7201.5

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

For the Settlement Class Representative and the Settlement Class:

Ann Jones Date: _____


Irby Law, LLC Date: _____
By: _____

Lober & Dobson Date: _____
By: _____

The Law Office of Todd Lord Date: _____
By: _____

For Defendants:

*Auto-Owners Insurance Company,
Owners Insurance Company, and
Home-Owners Insurance Company*

By: 
Print Name: Andrew J. Torrey
Title: Directing Attorney
Date: 9/18/23

076799.000169 4884-7765-7201.5

EXHIBIT 1

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

**ANN JONES, individually)
and on behalf of a class of)
similarly situated persons as defined)
herein,)**

Plaintiff,)

CASE NO.: SUCV2022000234

**AUTO-OWNERS INSURANCE)
COMPANY; OWNERS INSURANCE)
COMPANY; HOME-OWNERS)
INSURANCE COMPANY,)**

Defendants.)

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

This matter comes before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. Plaintiff Ann Jones and Defendants Owners Insurance Company, Auto-Owners Insurance Company, Home-Owners Insurance Company (collectively “Parties”) have agreed to settle this action under the terms and conditions set forth in the Settlement Agreement (“Settlement”), which was which was executed between the Parties. The Parties reached the Settlement through arm’s-length negotiations with the assistance of a mediator, Greg Parent of Miles Mediation and Arbitration. Pursuant to the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement. Upon considering the

Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court currently has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of O.C.G.A. § 9-11-23 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed the Class Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy O.C.G.A. § 9-11-23 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application"), and their rights to opt-out of the Settlement Class or object to the Settlement and/or Class Counsel's Fee Application; (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to O.C.G.A. § 9-11-23, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

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

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

3. Venue is proper in this Court.

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

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

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

All Georgia citizens residing in the State of Georgia who were: (1) insured under an auto policy issued by Defendants, (2) submitted a claim to Defendants that was accepted and paid by Defendants as a total loss from January 1, 2020 through August 2, 2022, and (3) did not or potentially did not receive a payment of at least 6.6% of the agreed-upon actual cash value of the loss vehicle as the title ad valorem tax on that claim.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for Defendants and the immediate family members of such persons; (2) employees of Defendants; (3) any members of the judiciary assigned to the Action and their staff; and (4) the Parties' counsel in the Action.

3. The Court specifically determines that, for settlement purposes, the Settlement Class meets all the requirements of O.C.G.A. § 9-11-23(a) and O.C.G.A. § 9-11-23(b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are

common issues of law and fact; that the claims of the class representative are typical of absent class members; that the class representative will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action; that questions of law or fact common to the members of the Settlement Class predominate over questions affecting only individual members; and that a class action is superior to other methods available for the fair and efficient adjudication of the Action.

4. The Court appoints Named Plaintiff Ann Jones as class representative.

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

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

Preliminary Approval of the Settlement

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

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

Approval of Class Notice and the Claims Process

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

9. Atticus Administration, LLC shall serve as the Settlement Administrator.

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

11. The Settlement Administrator shall administer Class Notice and Settlement Notice as set forth in the Settlement. As set forth in the Settlement Agreement, the Notice Date shall be no later than fourteen (14) days following the entry of this Preliminary Approval Order.

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

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

Final Approval Hearing, Opt-Outs, and Objections

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

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

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

17. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than forty-five (45) days after the Preliminary Approval Order.

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

- a. a caption or title that identifies it as “Objection to Class Settlement in “Jones v. Owners Insurance Company, Case No. SUCV2022000234”;
- b. the full name, signature, home address and telephone number, or other information sufficient to identify the Settlement Class Member;
- c. a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;
- d. a certification that the objecting party is a member of the Settlement Class;
- e. a statement of each objection asserted;
- f. a detailed description of the basis and facts underlying and supporting each objection;
- g. a detailed description of the legal authorities, if any, underlying and supporting each objection;
- h. copies of exhibits and/or affidavits, if any, to be offered in support of the objection or during the Final Approval Hearing;
- i. a list of all witnesses, if any, the objecting party may call to testify at the hearing, along with the address for each witness and a summary of each witness’s anticipated testimony;
- j. the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection;
- k. the objecting party’s policy number(s) (last four digits) for his or her Georgia automobile policies with Defendants or other documentary proof of membership in the Settlement Class; and

1. disclosure of any other class action settlements to which the objecting party or his or her agents or representatives, successors or predecessors have objected, including disclosing the number of times the objecting party has objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing the objecting party in each prior objection, and a copy of any orders related to any prior objections.

19. Any Settlement Class Member who does not file a timely notice of intent to object waives the right to object or to be heard at the Final Approval Hearing and shall be barred from making any objection to the Settlement.

Further Papers in Support of Settlement and Attorneys' Fee Application

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

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

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

Effect of Failure to Approve Settlement

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

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;
- b. Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiff on any point of fact or law; and
- c. Neither the Settlement terms, any documents exchanged or disclosed by the Parties to each other for settlement purposes, nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence or otherwise referenced or referred to in any future proceeding. In addition, neither the fact of, nor any documents relating to, the withdrawal of the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions, may be used as evidence.

Stay/Bar of Other Proceedings

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

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

Event	Date
Notice Date	14 days following Preliminary Approval
Objection Deadline and Opt-Out Deadline	30 days following Notice Date
Deadline for Filing Fee Award	10 days before Objection Deadline
Deadline for Motion for Final Approval	7 days before Final Approval Hearing
Deadline for Responses to Objections	7 days before Final Approval Hearing
Final Approval Hearing	

SO ORDERED. This __ day of _____, 2023.

 Judge Joy R. Parks

EXHIBIT 2

SUPERIOR COURT OF WHITE COUNTY, GEORGIA
Ann Jones v. Owners Insurance Company, Case No. SUCV2022000234

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT
PLEASE READ CAREFULLY

You received this notice because you were an insured of Auto-Owners Insurance Company, Owners Insurance Company, or Home-Owners Insurance Company (the “Insurers”). The class action lawsuit above alleges that the Insurers breached their insurance contracts, were unjustly enriched and negligent by failing to fully compensate Georgia policyholders who submitted a claim to an Insurer that was accepted and paid by the Insurer as a total loss from January 1, 2020 through August 2, 2022, and did not, or potentially did not, receive a payment of at least 6.6% title ad valorem tax on that claim. A proposed settlement of this lawsuit has been reached. The Insurers deny the allegations against them and do not admit any wrongdoing. Under the proposed settlement, you may be entitled to receive compensation if you submitted a total loss claim and did not receive a payment of at least 6.6% title ad valorem tax on that claim during the Class Period. You can learn more about the case and the proposed settlement at www._____.com, or by calling the settlement administrator at 1-XXX-XXX-XXXX.

To be eligible and considered for a potential payment from the settlement you must timely submit a completed claim form by _____, 2023. Instructions on how to submit a claim form can be found at www._____.com. Or you may call the settlement administrator at 1-XXX-XXX-XXXX for instructions

The attorneys appointed by the Court to represent the Settlement Class will be applying for an award of attorney’s fees and expenses from the Court.

If you wish to object to this settlement, you must file a written objection by _____, 2023, and you may (but are not required to) appear through counsel if you wish to do so. The exact procedure for objecting is provided at www._____.com. You may also call the settlement administrator at 1-XXX-XXX-XXXX for more information.

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

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

Unique Claim Identification Number: _____

JONES V. OWNERS INSURANCE COMPANY CLASS ACTION SETTLEMENT CLAIM FORM

- To receive a settlement payment, you must: fill out a Claim Form online at www.xxxxxxxxxxxxx.com (for which you will need the Unique Claim Identification Number above); or fill out and return this Claim Form via U.S. Mail to the address below.
- To submit a claim for settlement payment, you must complete the information below and sign where indicated. Failure to include this information and sign this Claim Form may result in denial of your claim(s). Once completed, you may mail the Claim Form by U.S. Mail to the address below. The Claim Form must be submitted no later than _____, 2023. If submitted by U.S. Mail, the Claim Form must be postmarked by _____, 2023. If submitted through the settlement website, the Claim Form must be submitted by 12:00 a.m. on _____, 2023. Your settlement funds will be sent to you by check.

[Pre-populated name, address and claim number]

The year, make and model of the vehicle for which I claimed a total loss is:

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

SIGNATURE *

DATE

By: _____
(Print Name)

RETURN THIS FORM, NO LATER THAN _____ 2023, TO:

**_____
P.O. Box XXXX, XXXXXXXX**

QUESTIONS or HELP: Call 1-xxx-xxx-xxxx or write to _____, P.O. Box xxx.

EXHIBIT 3

**NOTICE OF OWNERS INSURANCE COMPANY
CLASS ACTION SETTLEMENT**

*Ann Jones v. Owners Insurance Company, Case No. SUCV2022000234
(Superior Court of White County, Georgia)*

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

If You Submitted and Had Accepted a Total Loss Claim on Your Automobile Insurance Policy with certain Insurers between January 1, 2020 to August 2, 2022, you may be a member of the Settlement Class in this class action lawsuit.

On _____, 2023, the Superior Court of White County, Georgia certified this lawsuit as a class action. By certifying the case, the Court allowed the Plaintiff Ann Jones (also referred to as the Class Representative) to pursue the claims of all Class Members against the insurance companies Auto-Owners Insurance Company, Owners Insurance Company, and Home-Owners Insurance Company (“Insurers”). Thereafter, the Parties reached a Proposed Settlement on behalf of a Settlement Class which the Court preliminarily approved in a Preliminary Approval Order.

What is this class action lawsuit about? The Class Representative sued alleging that the Insurers breached their insurance contracts, were unjustly enriched, and negligent by failing to fully compensate Georgia policyholders who submitted a claim to an Insurer that was accepted and paid by the Insurer as a total loss from January 1, 2020 through August 2, 2022, and did not, or potentially did not, receive a payment of at least 6.6% title ad valorem tax on that claim.

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

SUBMIT A CLAIM FORM	The only way to receive a settlement payment, to the extent that you are entitled to one, is to timely submit a valid claim form either online or through the U.S. Mail. The deadline to submit a claim form is XXX, XXX, 2023 .
OBJECT	Write to the Court about why you don't like the Proposed Settlement. The deadline to object to the Proposed Settlement is xxxxxxx, 2023 .
OPT OUT	Write to the Settlement Administrator about why you do not wish to be a part of the Settlement Class or Proposed Settlement.
DO NOTHING	If you do nothing, you will <u>not</u> receive a settlement payment. But you still will give up your right to sue the Insurers about the legal claims in this case. To receive a settlement payment, you must submit a claim form.

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

BASIC INFORMATION

1. Why did I get this Notice?

The Insurers' records indicate that you were insured under an automobile policy and submitted a claim for a total loss of your insured vehicle at some point between January 1, 2020 and August 2, 2022. A Court decided to allow a class action lawsuit to proceed against the Insurers related to allegations that they breached their insurance contracts by the practices complained of in this lawsuit.

The Parties have entered into a Proposed Settlement to resolve this case, and the Court has ordered that you be provided with this Notice because you have a right to know your options before the Court decides whether to finally approve the Proposed Settlement. If the Court finally approves it, the Insurers will issue settlement payments to everyone in the Settlement Class who timely submits a valid claim to the extent that they are owed a refund.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Joy R. Parks, of the Superior Court of White County, Georgia currently is overseeing this case. The case is known as *Ann Jones v. Owners Insurance Company*, Case No. SUCV2022000234. The person who sued, Ann Jones, is called the "Plaintiff" and is also referred to as the "Class Representative." The Insurers are also called the "Defendants."

2. What is the lawsuit about?

Plaintiff alleges that the Insurers breached their insurance contracts, were unjustly enriched and negligent by failing to properly calculate title ad valorem tax payments owed to policyholders on vehicles which were determined to be a total loss. The Insurers denied and continue to deny the allegations against them. The parties have reached a Settlement Agreement that provides for a Proposed

Settlement.

3. Why is this a class action?

In a class action lawsuit one or more people, called the “Plaintiff” or “Class Representative,” represent a larger group of people called “Class Members” or the “Class” who may have similar claims against the “Defendants.” In this case, the Class Representative is the Plaintiff, Ann Jones. The Defendants are the Insurers identified on p.1 of this Notice. In a class action, one court resolves the specific issues in dispute for all Class Members, except those who exclude themselves from the Class. Judge Joy R. Parks has jurisdiction over this case.

Here, the Court has preliminarily decided that this lawsuit can be certified as a class action for settlement purposes only under the Georgia Rules governing class actions. Specifically, the Court found that the Class Members are sufficiently numerous, there are questions of law and fact that are common to all Class Members that predominate over questions affecting individual Class Members, the Class Representative’s claims are typical of those of the Class, the Class Representative and Class Counsel are adequate to represent the Class, and proceeding as a Class is superior to the alternatives. The Settlement Agreement provides for a Settlement Class such that class certification shall be for settlement purposes only. More information about why the Court is allowing this lawsuit to be a class action for settlement purposes is in the Court’s Preliminary Approval Order, which is available at: [www. \[REDACTED\].com](http://www. [REDACTED].com).

4. Why is there a settlement?

Both sides agreed to a compromise settlement to avoid the cost and risk of a trial and a possible appeal. The Settlement also ensures that the class members affected will get compensation and relief to the extent that they qualify. In return, the Insurers get a general release of all claims against them that were made or could have been made in the lawsuit regarding the alleged underpayment of the title ad valorem tax. The Class Representative and Class Counsel believe the Settlement is in the best interests of everyone affected.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

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

All Georgia citizens residing in the State of Georgia who were: (1) insured under an auto policy issued by Defendants, (2) submitted a claim to Defendants that was accepted and paid by Defendants as a total loss from January 1, 2020 through August 2, 2022, and (3) did not or potentially did not receive a payment of at least 6.6% of the agreed-upon actual cash value of the loss vehicle as the title ad valorem tax on that claim.

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

Excluded from the Settlement Class are: (1) any in-house or outside counsel for the Insurers and the immediate family members of such persons; (2) employees of the Insurers; (3) any members of the judiciary assigned to the Action and their staff; (4) the Parties' counsel in the Action.

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

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

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

THE SETTLEMENT BENEFITS — WHAT YOU CAN GET

7. What does the settlement provide?

Pursuant to the terms of the Proposed Settlement, the Insurers will provide compensation only to those Settlement Class Members who submit complete, timely, and valid claims. Total payments to individual Settlement Class Members shall not exceed \$450 per claim. The amount paid on timely and valid claims will not be reduced by any court-awarded attorneys' fees, expense reimbursement, or class representative service award.

8. What can I get from the settlement?

Settlement Class Members who submit a complete, valid and timely Claim Form will receive a settlement check for 100% of the Georgia title ad valorem tax ("TAVT") owed to the Settlement Class Member, calculated by determining 6.6% of the Actual Cash Value of the total loss paid by the Insurer on the vehicle when settling the Settlement Class Member's total loss claim. To the extent a Settlement Class Member was previously paid a portion of the TAVT on the total loss claim that was less than 6.6% of the Actual Cash Value of the total loss vehicle by Defendants, Defendants shall pay the Settlement Class Member the difference, if any, between the TAVT previously paid on the claim and the TAVT calculated in the manner described in the Settlement Agreement. Each Settlement Class Member's individual class will be capped at \$450.00 regardless of the amount of TAVT paid or due to the Settlement Class Member.

HOW YOU GET A SETTLEMENT PAYMENT — SUBMITTING A CLAIM FORM

9. How can I get a settlement payment?

To qualify for a settlement payment, you must submit a completed and signed Claim Form by **xxxxx, 2023**. You can submit the claim form in two ways: First, you can electronically file the Claim Form at **www.xxxxxxxx.com** according to the instructions on the website. Second, you may choose to mail your claim form by filling it out completely and returning it to the Settlement Administrator by U.S. Mail to **_____**, P.O. Box **xxxx**, **_____**. For those Claim Forms that are sent by U.S. Mail, they must be postmarked by **_____**, 2023. Mailed Claim Forms that are not postmarked or are postmarked after that date will not be considered for payment. For those Claim Forms that are submitted electronically through the settlement website, they must be submitted by 12:00 a.m. on **_____**, 2023.

To receive instructions on submitting a Claim Form, please contact the Settlement Administrator at **1-800-XXX-XXXX**, visit **www.xxxxxxxxxx.com**, or email the Settlement Administrator at **info@xxxxxxx.com**.

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

Submit only one claim form, even if you had multiple policies with the Insurers.

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

You do not need to submit any documentation with your Claim Form. The Claim Form is simple to complete and tells you exactly what information you need to submit. Make sure you follow all instructions on the Claim Form. If you need any assistance completing the Claim Form or need any instructions regarding the Claim Form, please call or write the Settlement Administrator at **1-800-XXX-XXXX** or **XXXXXXXXXXXXX Settlement, c/o XXXXXXXXXXXXXXXX, P.O. Box xxxx, XXXXXXXXXXXX**.

12. When would I get my payment?

The Court will hold a final fairness hearing on **xxxxxx, 2023** at **xxxxx a.m./p.m.** Eastern time to decide whether to finally approve the Settlement. If the Court approves the Settlement after that, and if anyone files an objection, there could be appeals. If there are any appeals, these appeals could delay payment of claims, possibly for more than a year. Updates will be provided online at **www.xxxxxxxxxxxxxxxxx.com**.

13. What claims are being released by Class members?

Under the Settlement, “Released Claims” means: any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys’ fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory and common law bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against Defendants, including without limitation those which have been or could have been asserted in the Action, arising out of or relating to the claims conditionally certified by the Court in this Action and covered by this Settlement during the Class Period.

Under the Settlement, the “Released Persons” means Defendants and each of their predecessors, successors, parent companies, agents, subsidiaries, divisions, affiliates, and assigns; their present and former officers, directors, employees, insurers, attorneys, and assigns, and/or anyone acting or purporting to act for them or on their behalf.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers to represent all the members of the Settlement Class:

R. Brent Irby IRBY LAW, LLC brent@irbylaw.net 2201 Arlington Ave. S Birmingham, AL 35205 Telephone: (205) 936-8281	William Greg Dobson Michael J. Lober LOBER & DOBSON, LLC Robert E. Lee Building, St 201 830 Mulberry Street Macon, Georgia 31201 Telephone: (478)745-7700	Todd L. Lord LAW OFFICE OF TODD L. LORD Post Office Box 901 4 Courthouse Square Cleveland, Georgia 30528 Telephone: 706-219-2239
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These lawyers are called Class Counsel. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you in this case if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

Under the terms of the Settlement, the lawyers can ask the Court for an award of attorneys' fees and reimbursement of litigation expenses up to \$650,000.00. This award is to compensate and reimburse the multiple law firms that have litigated this case for almost a year, expending hours of attorney time pursuing this case on behalf of the Class and the Settlement Class.

Any award of attorneys' fees and litigation expenses will NOT reduce the money available to Settlement Class Members who submit valid and timely claims. Likewise, the costs to administer the Settlement and to provide notice to the Settlement Class will NOT reduce the money available to Settlement Class Members who submit valid and timely claims.

18. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to a maximum total of \$10,000 to compensate her for her services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative. Any service award will NOT reduce the money available to Settlement Class Members who submit valid and timely claims.

OPTING OUT OF THE CLASS ACTION

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

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

Jones Class Action Settlement

c/o XXXXXX

P.O. Box xxxx

XXXXX, XXXXX

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

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

OBJECTING TO THE SETTLEMENT

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

If you're a Settlement Class Member and do not opt out of the Settlement, you may object to any part of the Proposed Settlement you don't like, and the Court will consider your views. You must submit any objection in writing and must provide evidence of your membership in the Settlement Class. The procedures for submitting written objections are set out below. **A written objection (and any support for it) must be filed with the Clerk of Court and received no later than xxxxxxxx, 2023 (the "Objection Deadline") by all the following:**

Clerk of Court
59 S. Main Street, Suite B
Cleveland, Georgia 30528

R. Brent Irby
IRBY LAW, LLC
2201 Arlington Avenue South
Birmingham, Alabama 35205

Lori McAllister
Dykema Gossett PLLC
201 Townsend Suite 900
Lansing, Michigan 48933

If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. **The notice of appearance must be filed with the Court and received by the addressees above no later than the Objection Deadline.** If you do hire your own attorney, you will be responsible for payment of all fees and expenses that the attorney incurs on your behalf. If you want to object, you must file your objection in writing to the Court. Your objection *must* include:

- (a) a caption or title that identifies it as "Objection to Class Settlement in *Jones v. Owners Insurance Company*, Case No. SUCV2022000234 (Superior Court of White County, Georgia)";
- (b) your full name, signature, home address and telephone number, or other information sufficient to identify the Settlement Class Member;
- (c) a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;
- (d) certification that you are a member of the Settlement Class;
- (e) a statement of each objection(s) asserted;
- (f) a detailed description of the basis and facts underlying and supporting each objection;
- (g) a detailed description of the legal authorities, if any, underlying and supporting each objection;
- (h) copies of exhibits and/or affidavits, if any, you may offer during the hearing;
- (i) a list of all witnesses, if any, you may call to testify at the hearing, along with a summary of each witness's anticipated testimony;
- (j) the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection;

- (k) the last four digits of your policy number(s) for your Georgia automobile policies with Defendants; and
- (l) disclosure of any other class action settlements to which you or any of your agents or representatives, successors or predecessors have objected, including disclosing the number of times you have objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing you in each prior objection, and a copy of any orders related to any prior objections.

If you make a written objection to the Settlement as set out above, you may request to speak - either in person or through an attorney hired at your own expense - at the Final Fairness Hearing the Court has set to consider whether to give final approval to the Settlement Agreement. You are not required to attend the hearing. Lack of attendance at the Final Fairness Hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the Final Fairness Hearing, you must file with the Court and serve on the parties identified above a notice of intent to appear, and your attorney (if you hire one) must file a notice of appearance with the Clerk of Court. Again, the notice of intent to appear must be filed with the Court, and received by the parties above, no later than the Objection Deadline.

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at **xxxx a.m. Eastern time on xxxxxxxxxx, 2023 in Courtroom xxx**, at the White County Courthouse, _____ . At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable and adequate. **You are not required to attend the hearing but may do so if you wish.** If there are objections that have been submitted in writing in advance of the hearing, the Court will consider them. The Court will listen to people who have made a prior written request to speak at the hearing. The Court will also decide whether to pay Class Counsel the amount they are requesting for attorneys' fees and expenses. After the hearing, the Court will decide whether to approve the Settlement.

OBTAINING ADDITIONAL INFORMATION

22. Are there more details about the settlement?

This Notice is just a summary, and you are entitled, if you wish, to read the entire Settlement Agreement. The Settlement Agreement and some other documents filed in this lawsuit can be found online at www.XXXXXXXXXXXXXX.com.

23. How do I get more information?

You can call or write to the Settlement Administrator at 1-800-XXX-XXXX or c/o XXXXXXXX, P.O. Box XXXXX, XXXXX, XXXXXX XXXXX or info@xxxxxxxxxxxx.com. You can also visit the website at www.xxxxxxxxxxxx.com, where you will find answers to some common questions.

Please **do not** contact the Court or Clerk of Court with any questions regarding this case.