

# EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>JAHAZEL BLACK, individually and on behalf of all other similarly situated,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>CIVIL ACTION NO.</b>
	)	<b>1:21-CV-01363-LMM</b>
	)	
<b>v.</b>	)	
	)	
<b>USAA CASUALTY INSURANCE COMPANY,</b>	)	
	)	
<b>Defendant.</b>	)	

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement” or “Agreement”), dated as of June 15, 2023, is entered into by Plaintiff Jahazel Black, individually and on behalf of the Settlement Class, and Defendant USAA Casualty Insurance Company (“USAA CIC”). Plaintiff and Defendant are each individually a “Party” and are collectively the “Parties.” The Parties hereby agree to the following terms in full settlement of the Action, subject to Final Approval, as defined below, by the United States District Court for the Northern District of Georgia.

**I. Recitals**

1. On April 5, 2021, a putative class action Complaint was filed in the United States District Court for the Northern District of Georgia, Case No. 1:21-cv-01363-LMM, in the name of Jahazel Black and against USAA CIC. The Complaint alleges

that USAA CIC systematically underpays its Georgia insureds on auto insurance claims resulting in Total Loss payment. The Complaint alleges that USAA CIC improperly pays the amount of Title Ad Valorem Tax (“TAVT”) and fails to include certain fees in Total Loss payments.

2. On March 20, 2023, the Parties informed the Court of their intent to enter into a Settlement Agreement. On March 31, 2023, the Court stayed this action and permitted Plaintiff 45 days to file a motion for preliminary approval of a class action Settlement Agreement.

3. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties (definitions below). The Parties intend this Agreement to bind Plaintiff, USAA CIC, and all Settlement Class Members.

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

## **II. Definitions**

In addition to the terms defined at various points within this Agreement, the

following Defined Terms apply throughout this Agreement:

4. “Action” means *Black v. USAA Casualty Insurance Company*, No. 1:21-cv-01363-LMM, United States District Court for the Northern District of Georgia.

5. “Automobile Insurance Policy” means a Georgia policy of insurance issued by USAA CIC in effect during the Class Period and providing first-party private-passenger automobile physical damage coverage.

6. “Cash Settlement Benefits” means the \$2,291,738.00 in cash that Defendant agrees to make available to pay Settlement Class Members who timely submit a claim under the Settlement, and to pay Class Counsel Fees and additional payment to the Named Plaintiff. The Cash Settlement Benefits will be the maximum made available by Defendant for all Settlement Class Member Payments (including a separate payment to the Named Plaintiff), Class Counsel Fees, and all other fees or costs of any kind, with the exception of settlement administration costs which Defendant will pay for separately.

7. “Claim Form” means the Court-approved claim form, which may be in electronic or physical form, that a member of the Settlement Class must complete, sign

and submit to the Settlement Administrator to be considered for payment under the Settlement.

8. “Claim Form Submission Process” means the process by which members of the Settlement Class will submit Claim Forms either by mail or electronically, which will then be reviewed for timeliness and completeness by the Settlement Administrator.

9. “Claimant” means anyone who timely submits a Claim Form in accordance with the Claim Form submission requirements in this Agreement.

10. “Claims Deadline” means the date by which Claim Forms must be dispatched for purposes of being considered timely. If the Claim Form is submitted by mail, compliance with the Claims Deadline shall be determined by the date in which the postcard is postmarked; if submitted electronically, the date the Claim Form is submitted online. The Claims Deadline shall be 30 days following Final Approval Hearing.

11. “Class Counsel” means:

HALL & LAMPROS LLP  
Christopher B. Hall  
Gordon Van Remmen  
300 Galleria Parkway  
Suite 300

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

Atlanta, GA 30339

EDELSBERG LAW  
Scott Edelsberg, Esq.  
Christopher Gold, Esq.  
20900 NE 30<sup>th</sup> Avenue  
Suite 417  
Aventura, FL 333180

LINDSEY & LACY, PC  
W. Thomas Lacy  
Georgia Bar No. 431032  
200 Westpark Drive, Suite  
280 Peachtree City, GA 30269

12. “Class Counsel Fees” shall mean any Court-awarded attorneys’ fees payable by Defendant from the Cash Settlement Benefits payable to the Settlement Class Members.

13. “Class Data” means all relevant information of a Covered Total Loss Claim used to determine the amount to pay each Settlement Class Member.

14. “Class Period” means, for Settlement Class Member Covered Total Loss Claims insured by Defendant, the following period: April 5, 2015 through the date of Preliminary Approval of the Settlement by the Court.

15. “Class Representative” means Jahazel Black.

16. “Confidential Information” means the names, addresses, policy numbers and all data provided by Defendant relating to potential Settlement Class Members, and any other proprietary business information of Defendant.

17. “Court” means the United States District Court for the Northern District of Georgia.

18. “Covered Total Loss Claim” means any first-party private passenger auto property damage claim determined to constitute a Total Loss to an insured automobile that (a) occurred within the Class Period, (b) relates to an owned or leased vehicle, (c) was determined by Defendant or by a court or arbitrator of competent jurisdiction to be covered by an Automobile Insurance Policy issued by Defendant, and (d) resulted in a Total Loss Claim Payment.

19. “CRA Coverage” means an optional feature offered by Defendant that pays an additional 20% of a Total Loss Vehicle’s actual cash value for a Covered Total Loss Claim.

20. “Defendant” means USAA CIC.

21. “Effective Date” means the fifth business day after which all of the following events have occurred:

a. The Court has entered without material change the Final Approval Order and judgment; and

b. The time for seeking rehearing or appellate or other review has

expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available. If there are no objections, and therefore, nobody has standing to file an appeal, the Effective Date means the fifth business day after the Court enters, without material change, the Final Approval Order and judgment.

22. “Final Approval” means the date that the Court enters the Final Approval Order.

23. “Final Approval Hearing” is the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and further determine the amount of fees awarded to Class Counsel and the amount of payment to the Class Representative.

24. “Final Approval Order” means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached



as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of fees awarded to Class Counsel and the amount of any payment to the Class Representative.

25. “Georgia Motor Vehicle Assessment Manual for TAVT” shall mean the manual for the applicable year of the class period available to the public at the Georgia Department of Revenue website <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad-valorem-tax>.

26. “Notice” means each of the notices that the Parties will ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

27. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Long-Form Notice and Mailed Notice, which shall be substantially in the forms as the exhibits attached to the Motion for Preliminary Approval.

28. “Objection Deadline” means the period that begins the day after the earliest date on which Notice is first distributed, and that ends no later than 45 days

before the Final Approval Hearing. The Objection Deadline shall appear in the Notices.

29. “Opt-Out Deadline” means the last day of the period that begins the day after the earliest date on which Notice is first distributed, and that ends no later than 45 days before the Final Approval Hearing. The Opt-Out Deadline will be specified in the Notices.

30. “Plaintiff” means Jahazel Black.

31. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the Motion for Preliminary Approval.

32. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement.

33. “Releases” means all the releases contained in Section XI hereof.

34. “Releasing Parties” means Plaintiff and all Settlement Class Members, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through

them or on their behalf.

35. “Payment” means any Court ordered payment to Plaintiff for signing a broader release than other Settlement Class Members, which is in addition to any payment due Plaintiff as a Settlement Class Member.

36. “Settlement Administrator” means Epiq Systems, Inc. Class Counsel and Defendant may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Settlement Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

37. “Settlement Administration Costs” means all reasonable costs and fees of the Settlement Administrator regarding notice and settlement administration.

38. “Settlement Class” means all insureds covered under any Georgia private passenger automobile insurance policy issued by USAA CIC with the same operative policy language covering a vehicle with auto physical damage coverage for comprehensive or collision loss who made a first-party claim which USAA CIC

paid as a Total Loss within the relevant time period and who were not paid all of the TAVT due under the methodology set forth in paragraph 74 herein, and who do not timely opt-out from the settlement class. Insureds, as used in the Settlement Class definition, includes both owners and lessees of insured vehicles.

39. “Settlement Class Member” means any member of the Settlement Class who has not opted-out of the Settlement, has submitted a timely and valid Claim Form, and is entitled to receive a Settlement Class Member Payment.

40. “Settlement Class Member Payment” means the cash distribution that will be made by Defendant to each Settlement Class Member who submits valid and timely claims that are approved by the Settlement Administrator.

41. “Settlement Website” means the website that the Settlement Administrator will establish as a means for the Settlement Class to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, Motion for Preliminary Approval, Preliminary Approval Order, and such other documents as the Parties agree to post or that the Court orders posted on the website. The Settlement Website will include information on how to request and receive the Unique Settlement Claim Number (which also will be contained in the Mailed

Notices) and how to submit change of address information. The Settlement Website shall be established and live no later than 10 days after Preliminary Approval. These documents shall remain on the Settlement Website and the Settlement Website shall remain online for 180 days following the Effective Date. The URL of the Settlement Website shall be [www.gatotallosssettlement.com](http://www.gatotallosssettlement.com), or such other URL as Class Counsel and Defendant agree upon in writing. The Settlement Website shall not include any advertising and shall not bear or include the Defendant's logo or Defendant's trademarks other than Defendant's name. Ownership of the Settlement Website URL shall be transferred to Defendant within 10 days of the date on which operation of the Settlement Website ceases.

42. "Title Ad Valorem Tax" or "TAVT" means the mandatory tax collected or assessed by the State of Georgia and any of its counties, cities, or political subdivisions when a vehicle is leased, purchased, or sold.

43. "Total Loss" means an insured vehicle that sustained damage, was the subject of a covered first-party property damage claim submitted to Defendant, and for which Defendant issued a Total Loss Claim Payment.

44. "Total Loss Claim Payment" means a first-party property damage claim

payment made by Defendant under Defendant's Automobile Insurance Policy for a vehicle determined to be a Total Loss.

45. "Total Loss Date" means the day, month, and year on which the event occurs rendering a vehicle a Total Loss.

**III. Certification of the Settlement Class**

46. For Settlement purposes only, Plaintiff and Defendant agree to ask the Court to certify the Settlement Class under the Federal Rules of Civil Procedure.

**IV. Settlement Consideration**

47. Subject to approval by the Court, Defendant has agreed to the following Consideration:

a. pay Settlement Class Members an aggregate of up to \$2,291,738.00 in Cash Settlement Benefits to be divided between Settlement Class Members as explained in detail in Section X herein below;

b. pay all reasonable Settlement Administration Costs;

c. pay the Class Representative up to \$5,000.00;

d. pay Class Counsel, from the Cash Settlement Benefits to

Settlement Class Members, any Court-awarded Class Counsel Fees, including costs

and expenses, not to exceed 25% of \$2,291,738.00.

**V. Settlement Approval**

48. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an order granting Preliminary Approval of this Settlement. The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendant. The Motion for Preliminary Approval shall, among other things, request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) approve the Notice Program and Claim Form procedures set forth herein and approve the form and content of the Notices and Claim Form for the Settlement; (4) approve the procedures set forth herein below for members of the Settlement Class to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and counsel for Defendant, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith,

and determine whether to approve the Settlement and Class Counsel's application for Class Counsel Fees and for a Payment to the Class Representative.

**VI. Discovery and Settlement Data**

49. Class Counsel and Defendant already have engaged in significant formal and informal discovery related to liability and damages, as well as a mediation conducted by Hunter Hughes, Esq. Additionally, for purposes of effectuating the Settlement, no later than 20 days after entry of the Preliminary Approval Order, Defendant will make available to Class Counsel and the Settlement Administrator Class Data, subject to the Protective Order for the entirety of the Class Period, to the extent available.

50. The Class Data will include, but not be limited to, the list of the Settlement Class and their most recent known mailing address. Defendant will bear the expense of extracting the Class Data and certify by affidavit or declaration upon information and belief that the Class Data includes all such data identifiable in a reasonable search of Defendant's computer/electronic databases for the Class Period.

**VII. Settlement Administrator**

51. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other



functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Settlement Class Member Payments as provided herein.

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

a. Use the name and address information of the Settlement Class provided by Defendant in connection with the Notice Program approved by the Court, for the purpose of distributing the Mailed Notice;

b. Process Claim Forms and oversee the Claim Form Submission Process as described more fully below;

c. Establish and maintain a post office box for requests for exclusion or objections from the Settlement Class;

d. Establish and maintain the Settlement Website;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call and leave messages regarding settlement-related inquiries, and respond to questions of the Settlement Class who call with or

otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class inquiries;

g. Process all requests for exclusion from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant that summarize the number of requests for exclusion received that week, the total number of exclusion requests received to date, the number of objections received that week, the total number of objections received to date, and other pertinent information;

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

j. In advance of the Final Approval Hearing, provide Defendant and Class Counsel a copy of each notice of intent to object received by the Settlement

Administrator;

k. Distribute Settlement Class Member Payments by check to Settlement Class Members;

l. Provide to Plaintiff's Counsel and Defendant a detailed list of Settlement Class Members who submitted timely and valid Claim Forms so that Defendant may review records to determine if the Claimant is entitled to payment, and instruct Defendant to send the Settlement Administrator the funds necessary to deliver Settlement Class Member Payments in the form of checks to all Settlement Class Members.

m. Invoice Defendant for payment of Settlement Administration Costs, as provided in this Agreement; and

n. Any other Settlement-Administration-related function at the instruction of Class Counsel or Defendant, including, but not limited to, verifying that the validly-claimed Cash Settlement Benefits have been distributed.

### **VIII. Notice to the Settlement Class**

53. Within 35 calendar days of the Preliminary Approval of the Settlement, Defendant will provide all last-known physical addresses obtained from a reasonable search of its computer/electronic databases for each potential Settlement Class

Members to the Settlement Administrator.

54. Within 60 days of the Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class may exclude themselves from or “opt-out” of the Settlement Class; a date by which the Settlement Class may object to the Settlement; the means by which the Settlement Class may submit Claim Forms and the date upon which Claim Forms must be submitted; a date by which the Final Approval Hearing is scheduled to occur; and the URL of the Settlement Website at which the Settlement Class may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the Defendant’s logos or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant.

55. The Notice shall include the opt-out procedures. A member of the Settlement Class may opt-out of the Settlement Class at any time on or before the Opt-Out Deadline, provided the opt-out notice is postmarked no later than the Opt-Out Deadline. Any member of the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement.

56. The Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or to Class Counsel's application for Class Counsel Fees and/or Payment for the Class Representative. Objections to the Settlement, to the application for fees and/or to the Payment must be mailed to the Clerk of the Court, Class Counsel, Defendant's counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Opt-Out Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

57. 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 Notice postmarked no later than forty-five (45) days before the Final Approval Hearing. Requests for exclusion must be exercised individually by the Settlement Class Member and is only effective as to the individual Settlement Class Member requesting exclusion.

- a. Plaintiff shall not elect or seek to opt out or exclude herself from the Settlement Class, and any such attempt will be deemed a breach of this Agreement and sufficient to permit Defendant to terminate the Agreement.
- b. The Settlement Administrator shall promptly log and prepare a list of all Persons who properly requested exclusion from the Settlement Class

(the “Opt-Out List”) and shall submit an affidavit to the Court which includes and attests to the accuracy of the Opt-Out List no later than ten (10) days prior to the Final Approval Hearing set by the Court.

- c. 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.
- d. 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 file 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.
- e. To be timely, the 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 before the Final Approval Hearing.

- f. 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.
- g. To be effective, a notice of intent to object must include all of the following information:

- 1. The name of the case and case number;
- 2. The name, address, telephone number, and signature of the objecting Settlement Class Member;
- 3. The specific reasons why the Settlement Class Member objects to the terms of the Proposed Settlement;
- 4. The name, address, bar number, and telephone number of any attorney who represents the Settlement Class Member related to the Settlement Class



Member's intention to object to the terms of the Settlement;

5. Whether the Settlement Class Member and/or his or her attorney intend to appear at the Final Approval Hearing and whether the Settlement Class Member and/or his or her attorney will request permission to address the Court at the Final Approval Hearing.

58. In addition, a notice of intent to object must contain the following information, if the Settlement Class Member or his or her attorney requests permission to speak at the Final Approval Hearing:

- a. A statement of the legal and factual basis for each objection;
- b. A list of any and all witnesses the Settlement Class Member may seek to call at the Final Approval Hearing;
- c. A list of any legal authority the Settlement Class Member will present at the Final Approval Hearing; and
- d. The Settlement Class Member's full name and address when the total loss occurred.

59. Any Settlement Class Member who does not file a timely notice of intent to object may, in the discretion of the Court, waive the right to object or to be heard at the Final Approval Hearing and 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 Defendant 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 Defendant. 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.

60. Notice shall include the following:

- i. Long-Form Notice, which will be posted on the Settlement Website, made available to Settlement Class Members and upon request, sent to every Settlement Class Member. If a Settlement Class Member requests the

Long-Form Notice, it shall include a detachable claim form that is pre-filled with the claimant's information including a Unique Settlement Claim ID, Policy Number, and Claimant policy address.

- ii. Mailed Notice shall be sent twice in short-form notice that will be sent by direct mail to the last known address of the insured, including skip trace remailing for any undelivered mail. It will be sent via postcard and have a detachable claim form with pre-paid return postage, pre-filled with return address, and the claimant's information including a Unique Settlement Claim ID Number, Policy Number, Claimant's name, policy address, the website address for the settlement website, a reminder of the claim submission deadline, and information on how to obtain a replacement claim form. Mailed Notice shall be sent on two occasions and on dates suggested by the Settlement Administrator in accordance with best settlement administration practices. The Second Mailed Notice shall be sent no later than twenty-one days prior to the claim submission deadline.

61. The Mailed Notices shall be sent to Settlement Class Members that are potentially owed TAVT and shall state that claimant is potentially entitled to TAVT.

62. Notices shall advise the Settlement Class that they must update their addresses with the Settlement Administrator in the event that they change addresses between the date they submit a Claim and 60 days following the Effective Date.

63. The Settlement Administrator shall run the mailing addresses in the Class Data through the National Change of Address Database and shall, within 60 days of Preliminary Approval, mail to all such members of the Settlement Class Mailed Notice.

64. The Settlement Administrator shall perform reasonable address traces for Mailed Notices that are returned as undeliverable. By way of example, a “reasonable” tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of the Mailed Notice to those members of the Settlement Class whose new addresses were identified as of that time through address traces (“Notice Re-mailing Process”).

65. Within 14 days of Preliminary Approval, the Settlement Administrator shall establish a toll-free number whereby the Settlement Class may call and hear

automated responses or request a copy of the Long-Form Notice to be sent by mail.

66. The Notice Program (which is comprised of the Mailed Notice and the Notice Re-mailing Process) shall be completed no later than 60 days before the Final Approval Hearing.

67. All costs related to the Notice Program shall be paid by Defendant.

68. Within the provisions set forth in this Section VIII, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Defendant.

**IX. Final Approval Order and Judgment**

69. Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur.

70. Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of Class Counsel's application for Class Counsel Fees and costs, and for a Payment for the Class Representative, no later than 30 days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for Class Counsel Fees and costs, and for the Payment to the Class

Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any member of the Settlement Class (or their counsel) who object to the Settlement or to Class Counsel's application for Class Counsel Fees, or the Payment application, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

71. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and final judgment thereon, and whether to approve Class Counsel's request for Class Counsel Fees and costs and a Payment to the Class Representative. Such Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfied Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims;

- e. Bar and enjoin all Releasing Parties from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order;
- f. Release Defendant and the Released Parties from the Released Claims; and
- g. Retain the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**X. Claim Form Submission, Calculation and Distribution of Settlement Class Member Payments and Residual Funds**

72. To receive a Settlement Class Member Payment, members of the Settlement Class must submit Claim Forms by the Claims Deadline. Each known member of the Settlement Class for whom Defendant has a mailing address will receive a Claim Form as part of their Mailed Notice. To be eligible for the Settlement Class Member Payment, each member of the Settlement Class submitting a Claim Form by mail shall be required to sign a paper Claim Form and dispatch it in the mail with a

postmark by the Claims Deadline. Thereafter, upon receipt, the Settlement Administrator will evaluate the Claim Form to make sure it was timely received and signed. Members of the Settlement Class may alternatively submit Claim Forms online electronically at the Settlement Website, [www.gatotallosssettlement.com](http://www.gatotallosssettlement.com) by providing at least one of the following in addition to their name and address: 1) the unique claim number found on the Notices; 2) the Automobile Insurance Policy number for the applicable policy on the Total Loss Date; 3) the claim number associated with the Total Loss; or 4) the vehicle identification number of the Total Loss. Defendant shall have no obligation to investigate any submitted claim that does not contain at least one of these numbers. The Settlement Website will include a button to “Submit a Claim” that will allow members of the Settlement Class to submit their claim form online. Online submission of Claim Forms must be submitted by the Claims Deadline and Claimants will be asked to verify their identity online. Members of the Settlement Class who submit valid and timely Claim Forms shall be entitled to Settlement Class Member Payments. Only one Claim Form may be submitted per Total Loss.

73. The calculation and implementation of allocations of the Cash Settlement Benefits contemplated by this section shall be done by Defendant for the



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

74. The Parties have agreed that Defendant will pay Settlement Class Members who were not previously paid the correct TAVT as part of their Total Loss Payment the difference between the following and the amount, if anything, Defendant did pay as TAVT in the Total Loss Payments to the Settlement Class Member:

- a. For total losses in the period April 5, 2015, through December 31, 2019, USAA CIC will pay TAVT by applying the applicable TAVT percentage rate to the fair market value of the Total Loss Vehicle identified by the Georgia Motor Vehicle Assessment Manual for TAVT (and if the vehicle is not identified in the Assessment Manual, then based on the adjusted vehicle value on the Total Loss Claim);
- b. For total losses in the period January 1, 2020 through the date of Preliminary Approval, USAA CIC will pay TAVT by applying the

applicable TAVT percentage rate to the agreed-upon adjusted vehicle value on the Total Loss Claim.

- c. For Settlement Class Members with CRA Coverage on the Total Loss Date, Defendant shall pay an additional 20% of TAVT.

75. Defendant shall deduct from each and every Settlement Class Member Payment the percentage that any Class Counsel Fees, and Court-awarded costs approved by the Court with respect to the \$2,291,738.00 of Cash Settlement Benefits. To illustrate the deduction, if Class Counsel Fees and Court-awarded costs approved by the Court total 25% of Cash Settlement Benefits (\$572,934.50) then Settlement Class Member Payments will be reduced by 25%.

76. The Settlement Administrator shall forward to Counsel for the Parties copies of all timely, valid claims received (i.e., claims submitted electronically or post-marked prior to the Court-ordered deadlines, and which contain the information required in Paragraph 73). Defendant shall review their records of each timely claim submitted to determine if the Claimant was already paid the correct TAVT amount, as applicable to that Claimant. If Defendant previously paid the correct TAVT amount, Defendant shall inform Class Counsel and the Settlement Administrator,

provide documents and/or data supporting the denial upon request, and the Settlement Administrator shall inform the Claimant that the claim is denied. If Defendant did not previously pay the correct TAVT amount, Defendant shall inform Class Counsel of the actual cash value of the Claimant's Total Loss, and the amount due to the Claimant under the terms of this Agreement. For any underpayment (in contrast to no payment at all) of TAVT in the original total loss settlement, Defendant shall pay the amount of underpayment pursuant to the provisions set forth in the applicable Subparagraph of Paragraph 74.

77. As soon as practicable, but no later than 60 days from the Effective Date, Defendant shall send the Cash Settlement Benefits to the Settlement Administrator necessary to pay the full amount of the Settlement Class Member Payments. Within 65 days from the Effective Date, the Settlement Administrator shall pay by check to Settlement Class Members their Settlement Class Member Payments. As part of the Settlement Administration Costs, Defendant shall pay all costs associated with sending the Settlement Class Member Payments to the Settlement Class Members.

78. Settlement Class Member Payments will be made payable by check and will be issued and mailed by the Settlement Administrator with an appropriate legend, in a form approved by Class Counsel and Defendant, to indicate that it is from the Settlement, and will be sent to the addresses submitted on the Claim Form that the Settlement Administrator identifies as valid. Checks shall be valid for 180 days. Timely negotiation of checks is a condition of any Settlement Class Member's right to the Settlement Class Member Payment.

79. In the event of any complications arising in connection with the issuance or cashing of a check, other than the Settlement Class Member's failure to timely deposit or cash the check, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the Settlement Class Member entitled to the Settlement Class Member Payment.

80. For any returned checks, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class

Members whose checks were returned (such as by running addresses of returned checks through the NCOA database to effectuate delivery of such checks). For any such recipients for whom updated addresses are found, the Settlement Administrator shall make only one additional attempt to re-mail or re-issue a Settlement Class Member Payment to the updated address. It shall be the Settlement Class Member's responsibility to notify the Settlement Administrator of any change in address after submitting a Claim Form.

81. Neither Defendant nor the Settlement Administrator shall have any obligation to re-issue checks that are not negotiated within 180 days of issuance.

82. In the event that any Claimant disputes the denial of his or her claim, or disputes the amount of the Settlement Class Member Payment determined by Defendant, such Claimant may dispute the denial or payment amount by providing written notice of objection to the Settlement Administrator, along with any supporting documentation, within 30 days of mailing of the claim denial or claim payment by the Settlement Administrator, who shall provide copies of all objections and supporting documentation to Counsel for the Parties within 7 days of receipt.

Defendant shall then have 30 days to respond to the objection, along with any

supporting documentation, to Class Counsel and the Settlement Administrator. The Settlement Administrator shall forward all objections and responses by Defendant to a neutral evaluator, agreed upon by the Parties and approved by the Court. The neutral evaluator shall issue a ruling upon all objections within 30 days of receipt, and all such rulings shall be final and binding upon Settlement Class Members and the Parties. Defendant shall pay all fees and costs of the neutral evaluator.

**XI. Releases**

83. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged USAA CIC and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them (“Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected,

liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action, arising out of or relating to the USAA CIC's non-payment or underpayment of TAVT, including any corresponding underpayment of Car Replacement Assistance (CRA), for Total Loss claims and as identified in the Complaint. No later than 30 days following issuance of a final and non-appealable Court order approving the Settlement, thereafter, the Court will dismiss the action with prejudice.

84. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Defendant in any forum, action, or proceeding of any kind.

85. Plaintiff further agrees that no liability shall attain in favor of Plaintiff against any officer, director, member agent, or employee of Defendant, but rather, Plaintiff shall look solely to the assets of Defendant for satisfaction of the Agreement.

86. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement. In addition to the releases made by Plaintiff and Settlement Class Members above, Plaintiff, including each and every one of her agents, representatives, attorneys, heirs, assigns, or any other person acting on her



behalf or for her benefit, and any person claiming through them, makes the additional following general release of all claims, known or unknown, in exchange and consideration of the Settlement set forth in this Agreement. Plaintiff agrees to a general release of the Released Parties from all claims, demands, rights, liabilities, grievances, demands for arbitration, and causes of action of every nature and description whatsoever, known or unknown, pending or threatened, asserted or that might have been asserted, whether brought in tort or in contract, whether under state or federal or local law.

**XII. Payment of Class Counsel Fees and Payment to Class Representative**

87. Defendant agrees not to oppose Class Counsel's request for attorneys' fees of up to 25% of \$2,291,738.00. Any award of Class Counsel Fees shall be payable out of the Cash Settlement Benefits available to Settlement Class Members. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Agreement from becoming Effective, nor shall it be grounds for termination.

88. Provided that Plaintiff has provided Defendant with instructions to pay

by check and a completed IRS Form W9 at least 7 days prior to the Effective Date, then within 14 days after the Effective Date, Defendant shall pay a designated Class Counsel firm the Class Counsel Fees and Court-awarded costs by check. Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees to that firm. Defendant shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of Class Counsel Fees, Court-awarded costs, or any other payments from the Cash Settlement Benefits not specifically described herein.

89. Class Counsel will ask the Court to approve a payment to the named Plaintiff not to exceed \$5,000.00 ("Payment"). USAA CIC agrees to take no position on a requested \$5,000.00 Payment. As further consideration for such Payment, Plaintiff will execute a broader release of claims than the other Class Members. Plaintiff agrees to withdraw a request for the Payment if there is a timely objection to such Payment. Plaintiff further agrees to accept any ruling by the trial court with respect to such Payment. This includes an agreement not to appeal an order denying the Payment or otherwise using the denial or reduction of such Payment to terminate

the Settlement. If approved, the Payment is to be paid by the Settlement Administrator to the Class Representative within 7 days of the Effective Date. The Payment shall be paid to the Class Representative in addition to Class Representative's Settlement Class Member Payment. The Parties agree that the Court's failure to approve a Payment, in whole or in part, shall not prevent the Agreement from becoming Effective, nor shall it be grounds for termination.

90. The Parties negotiated and reached agreement regarding attorneys' fees and the Payment, only after reaching agreement on all other material terms of this Settlement.

### **XIII. Termination of Settlement**

91. This Settlement may be terminated by either Class Counsel or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 15 days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any of the following occurrences:

- a. Plaintiff and Defendant agree to termination;

- b. the Court rejects, materially modifies, materially amends or materially changes, or declines to preliminarily or finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Defendant seeking to terminate the Settlement reasonably considers material. Notwithstanding anything to the contrary, the reasoning or authority relied upon by any court in entering the Preliminary Approval Order or Final Approval Order shall not be considered material for termination of this Settlement;
- e. the Effective Date does not occur; or
- f. any other ground for termination provided for elsewhere in this Agreement.

Any Party seeking to terminate the Settlement pursuant to this paragraph shall provide notice to the other Party of the intent to terminate within 10 days of the event or court order giving rise to the right to terminate.

92. Defendant also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 14 days after its receipt from the Settlement Administrator of any report indicating that the number of members of the Settlement Class who timely request exclusion from the Settlement Class equals or exceeds the number or percentage specified in the separate letter executed concurrently with this Settlement by Class Counsel and Defendant. The number or percentage shall be confidential except to the Court, which shall upon request be provided with a copy of the letter for *in camera* review.

#### **XIV. Effect of a Termination**

93. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this

Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

94. In the event of termination, Defendant shall have no right to seek reimbursement from Plaintiff, Class Counsel, or the Settlement Administrator, for Settlement Administration Costs paid by Defendant. Defendant shall however remain responsible for any Settlement Administrator invoices that were outstanding at the time of the termination.

95. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof.

96. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

**XV. No Admission of Liability**

97. Defendant does not admit any liability or wrongdoing of any kind, by

this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

100. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

## **XVI. Miscellaneous Provisions**



102. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

103. Binding Effect. This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

104. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

105. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in good faith to resolve the dispute.

106. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind

whatsoever have been made by any Party hereto, except as provided for herein.

107. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

108. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Georgia, without regard to the principles thereof regarding choice of law.

109. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

110. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the

administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order and judgment.

111. Notices. All notices to counsel provided for herein, shall be sent by email to:

Notices to Plaintiff:

Christopher B. Hall  
**HALL & LAMPROS, LLP**  
300 Galleria Parkway, Suite 300  
Atlanta, GA 30339  
chall@hallandlampros.com

Notices to Defendant:

Thomas J. Butler  
**MAYNARD NEXSEN PC**  
1901 Sixth Ave. N., Suite 1700  
Birmingham, AL 35203  
tbutler@maynardnexsen.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

112. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

113. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

114. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members) and counsel for Defendant represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person,

partnership, corporation or entity included within the definitions of Plaintiff and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

115. Agreement Mutually Prepared. Neither Defendant nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

116. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Defendant has provided and are providing

information that Plaintiff reasonably requests to identify members of the Settlement Class and the alleged damages they incurred. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Agreement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

117. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Page to Follow*

Dated: 06 / 15 / 2023



JHAZEL BLACK

*Plaintiff*

Dated: \_\_\_\_\_

JAHAZEL BLACK

*Plaintiff*

Dated: 6/16/23



Christopher B. Hall

HALL & LAMPROS, LLC

*Class Counsel*



Dated: June 16, 2023 \_\_\_\_\_

*Scott Edelsberg*  
\_\_\_\_\_

Scott Edelsberg

EDELSBERG LAW P.A.

*Class Counsel*

Dated: June 16, 2023 \_\_\_\_\_

*Andrew Shamis*  
\_\_\_\_\_

Andrew Shamis

SHAMIS & GENRILE, P.A.

*Class Counsel*

Dated: \_\_\_\_\_

USAA CASUALTY INSURANCE

COMPANY

Dated: \_\_\_\_\_

Scott Edelsberg

EDELSBERG LAW P.A.

*Class Counsel*

Dated: \_\_\_\_\_

Andrew Shamis

SHAMIS & GENRILE, P.A.

*Class Counsel*

Dated: 06/16/2023 \_\_\_\_\_ USAA CASUALTY INSURANCE

COMPANY

*Defendant*

*David Nelson*

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By: David Nelson

ITS Associate G.C., Principal

Dated: \_\_\_\_\_

Thomas J. Butler

Maynard Nexsen PC

*Counsel for USAA Casualty Insurance*

*Company*

*Defendant*

\_\_\_\_\_

By: \_\_\_\_\_

ITS \_\_\_\_\_

Dated: 06/16/2023

*Thomas J. Butler*

Thomas J. Butler

Maynard Nexsen PC

*Counsel for USAA Casualty Insurance*

*Company*