

**Flex**  
**UNITED STATES DISTRICT COURT**  
**MIDDLE DISTRICT OF GEORGIA**  
**MACON DIVISION**

KOSMOE MALCOM, et al., individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

GEICO INDEMNITY COMPANY,  
GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, and GEICO GENERAL  
INSURANCE COMPANY, Maryland  
corporations,

Defendants.

CIVIL ACTION  
FILE NO.: 5:20-cv-00165-MTT

**DECLARATION OF CHRISTOPHER B. HALL**

1. My name is Christopher B. Hall. I am over the age of majority, provide this declaration voluntarily, and it is based on personal knowledge.

2. I am a partner in the law firm Hall & Lampros, LLP (“Hall & Lampros”) and am one of counsel of record representing Plaintiffs in the above-styled lawsuit.

3. I have been licensed to practice law in the State of Georgia since 1996.

4. This is a class action lawsuit on behalf of GEICO Georgia insureds who submitted covered first party auto total loss claims with dates of loss during the class period. Third Amended Complaint (Doc. 108) at ¶ 1. All Settlement Class Members were insured under form auto insurance policies with identical material terms. Id. at ¶ 2; Plaintiff’s Statement of Material Facts (Doc. 130-1) at ¶ 26.

5. Discovery has revealed that over 31,000 class members submitted first party total loss claims during the class period and were not paid the TAVT due under their GEICO Policy.

The total underpayments are approximately \$5,100,000.00. The average class member TAVT underpayment is approximately \$164.00. Declaration of Expert Jeffrey Martin (Doc. 193-1) at ¶ 8.

6. I believe that the procedural background recounted in the Motion for Preliminary Approval is true and correct.

7. The Agreement (Doc. 192-1) was reached pursuant to arms-length negotiations without collusion.

8. The Agreement provides payment of 100% of TAVT in the amount alleged to be owed to Plaintiffs and all class members who submit a claim. Agreement (Doc. 192-1) at ¶¶ 114, 148. The cash benefit available to class members in the settlement is approximately \$5,100,000.00. Id. at ¶114.

9. The TAVT percentage to be applied to the assessment value was 6.75% in the class period April 29, 2014 through December 31, 2014, and 7% for the class period January 1, 2015 through December 31, 2019. Expert Report of Greg Elton (Doc. 51-7) at ¶ 11; O.C.G.A. § 48-5C-1(b)(1)(A) (all prior versions). The Agreement requires full payment of TAVT based on these percentage rates applied to the fair market value in the applicable Assessment Manual for those claims. Agreement (Doc. 192-1) at ¶ 74(a). The statutory scheme in O.C.G.A. § 48-5C-1 has been revised by the Georgia legislature 15 times since its inception on March 1, 2013. The vehicle valuations for payment of TAVT has changed multiple times, and the data to determine vehicle valuations is complicated and subject to different interpretations depending on the data source.

10. To counsel's knowledge, Georgia is the only state that imposes a title ad valorem tax in this manner. Counsel believes this case was the first case alleging failure of an insurer to pay the proper TAVT. No court has decided how the TAVT regulation should be applied to total

loss claims. The Agreement resolves these issues in favor of the Settlement Class. Agreement (Doc. 192-1) at ¶ 148.

11. This was a highly contested lawsuit relating to a novel legal theory without precedent relating to the payment of TAVT pursuant to the statute.

12. The proposed Agreement provides that Class Counsel may apply for attorneys' fees not to exceed \$1,504,500.00 and proven costs not to exceed \$86,000.00. Agreement (Doc. 192-1) at ¶ 114. Such fees are approximately 29.5 percent of the \$5,100,000 benefit to the class.

13. Plaintiffs' expert Jeffrey Martin has identified over 31,000 class member claims.

14. There is no conflict of interest between the named Plaintiffs and the members of the class. To the contrary, their interests are perfectly aligned.

15. Moreover, class counsel is experienced in litigating class actions and complex litigation, including successfully litigating a class action with similar issues. Plaintiffs and Class Counsel will adequately protect the interests of the class.

16. The average TAVT underpayment for each class member is approximately \$164.00, which is relatively small when compared to the cost of litigating a breach of contract case against a large insurance company.

17. There was no fraud or collusion in the settlement. The settlement negotiations were conducted at arm's length, and following lengthy negotiations.

18. Plaintiffs have gained a complete understanding of all issues in this litigation.

19. It is the reasoned opinion of Class Counsel, experienced in complex class action litigation, that settlement is in the interest of the previously certified classes and the Settlement Class, and eliminates the risk of proceeding with litigation.

20. GEICO asserted and confirmed it would not settle the cases absent the claims

made structure.

21. Attorneys' fees and costs were negotiated after resolution of the class damages.

22. After negotiating the class settlement, the parties considered a more expansive release of claims by Plaintiffs. The Parties reached an agreement for more expansive release (beyond the release for claims relating to TAVT) for \$5,000.00.

23. My partner Andrew Lampros and I have extensive experience successfully litigating class actions, including cases very similar to the present case.

24. Mr. Lampros and I also have settled class actions against GEICO that – like what is sought in the present case – recovered unpaid and underpaid sales tax and fees on first party total loss claims. Such cases include *Roth v. GEICO*, Case No. 16-cv- 62942-WPD (S.D. Fla., filed 2016), a case in which final judgment was entered in favor of a certified class of 3,677 members, and which was the first total-loss case concerning leased vehicles to claim sales tax and the first one to one to allege it was a breach of contract to fail to pay title transfer fees as part of ACV; *Joffe v. GEICO Indemnity Co.*, No. 18-cv-61361-WPD (S.D. Fla.) (consolidated for settlement with Roth and involving over 8,000 class members); and *Jones v. GEICO*, Case No.: 6:17-cv-891-Orl-40KRS (M.D. Fla., filed 2017) (Byron, J.), in which summary judgment was entered in favor of a certified class of over 220,000 total-loss insureds for GEICO's failure to pay title and tag transfer fees after a total-loss (and the case subsequently settled and final approval and judgment was granted in July, 2020).

25. I also was lead counsel in a similar case that is believed to be the first class action alleging ACV includes sales tax without precondition in *Bastian v. United Services Automobile Association, et al.*, No. 3:13-cv-01454-TJC-MCR (M.D. Fla.) (Corrigan, J.) which resulted in summary judgment in favor of the plaintiffs and eventually a settlement involving over 50,000

class members.

26. I also developed the theory of the case and was one of lead class counsel in an antitrust case against Sirius XM that resulted in a significant class action settlement. See e.g., *Blessing v. Sirius XM Radio, Inc.*, No. 1:09-cv-10035 (S.D.N.Y.)

27. Andrew Shamis is the founding partner of Shamis & Gentile, an innovative class action firm based in Miami, Florida. Over the last six years, Mr. Shamis has built his firm from the ground up and achieved significant success in several areas of class litigation, including consumer protection and insurance-related class actions.

28. Mr. Shamis has been class counsel in numerous total-loss class actions in several states, including cases in which Mr. Shamis helped secure settlements of up to \$12.5 million.

29. Mr. Shamis' other notable successes include a \$5 million settlement for class members in *Eisenband v. Schumacher Auto*, a TCPA action, a \$5.1 million settlement for class members in a case against a clothing retailer, and a \$4.9 million settlement in *Papa v. Grieco Ford*, another TCPA action.

30. Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud, and personal injury. In connection with his representation in class action matters, Mr. Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Mr. Edelsberg has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. His efforts have lead to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

31. Edelsberg P.A. has achieved numerous successful settlements, including a \$2.74

million settlement in *Picton v. Greenway Dodge*, a TCPA case in the Middle District of Florida; a \$12 million settlement in *Ostendorf v. Grange Ins. Co.*, a total-loss case in the Southern District of Ohio in which Edelsberg P.A. successfully defended a motion to dismiss and motion to compel appraisal and settled for 100 cents on the dollar on a class-wide basis while on interlocutory appeal; and a \$25.9 million settlement in *Goldschmidt v. Rack Room*, a case in the Southern District of Florida.

32. Lawyers at Lindsey & Lacy, PC have extensive experience in complex insurance litigation. In *Lee v. Universal Underwriters*, 12-cv-3540 (N.D. Ga.), Mr. Lacy was part of a team that won a \$6.17 million-dollar judgment against Universal Underwriters in an insurance coverage dispute. Mr. Lacy also has secured several million dollar and other high dollar jury verdicts and settlements against insurance companies and other defendants.

33. Lawyers at Bayuk Pratt also are experienced in class action and complex litigation. Bradley Pratt was class counsel in *Roth v. GEICO*, Case No. 16-cv- 62942-WPD (S.D. Fla., filed 2016), a case in which final judgment was entered in favor of a certified class of 3,677 members, and which was the first total-loss case concerning leased vehicles to claim sales tax and the first one to one to allege it was a breach of contract to fail to pay title transfer fees as part of ACV; *Joffe v. GEICO Indemnity Co.*, No. 18-cv-61361-WPD (S.D. Fla.) (consolidated for settlement with Roth and involving over 8,000 class members); and *Jones v. GEICO*, Case No.: 6:17-cv-891-Orl-40KRS (M.D. Fla., filed 2017) (Byron, J.), in which summary judgment was entered in favor of a certified class of over 220,000 total-loss insureds for GEICO's failure to pay title and tag transfer fees after a total-loss (and the case subsequently settled and final approval and judgment was granted in July, 2020).

34. Ed Normand and Normand PLLC has been class counsel in approximately 20 total-

loss litigated or settlement classes since 2016 and have secured settlement values or summary judgment in such cases in excess of \$100 million. Just for example, he has been co-lead counsel in the *Roth*, *Joffe*, and *Jones* cases referenced above.

35. Jacob Phillips, formerly of Normand PLLC, and now of Jacobson Phillips also was class counsel in the *Roth*, *Joffe*, and *Jones* and has extensive experience litigating class action.

36. Among them, counsel for the Plaintiffs have extensive and significant experience in class litigation, complex business litigation, appellate litigation, insurance litigation, and hundreds of trials in numerous contexts, as well as experience litigating throughout the State of Georgia.

#### **Class Counsel's Time and Expenses**

37. Class Counsel's unopposed motion seeks an award of attorneys' fees of \$1,504,500.00, with costs of up to \$86,000.00. Agreement at ¶¶ 114(d)

38. Class Counsel has expenses of \$89,644.67, which were reasonably and necessarily incurred on behalf of the Class.

<b>Firm</b>	<b>Amount</b>
Hall & Lampros, LLP	\$ 46,598.93
Edelsberg Law	\$ 5,561.57
Shamis Gentile	\$ 16,945.00
Normand Law	\$ 818.10
Epiq Claims Administration	\$ 19,721.07
<b>Total</b>	<b>\$ 89,644.67</b>

39. A true and correct itemization of the expenses from each firm is attached as Exhibit 1. There is \$19,721.07 owed to Epiq Class Administration. Those invoices also are attached as Exhibit 1. All of the expenses for which Class Counsel seek reimbursement are reasonably and necessarily incurred on behalf of the class.

40. Twelve lawyers from 6 law firms, and multiple legal assistants have worked on this matter. The firms made efforts to be efficient and not duplicate efforts for several reasons including because the firms take matters on a contingency basis. I served as lead partner on the case for Hall & Lampros, LLP and was lead counsel on the case. A list of the lawyers and some of the support staff, and their associated lodestar follows:

<b>Timekeeper</b>	<b>Law Grad Year</b>	<b>Firm</b>	<b>Hours</b>	<b>Rate (\$)</b>	<b>Total (\$)</b>
Chris Hall	1996	Hall & Lampros	1014	750.00	760,500.00
Andrew Lampros	1997	Hall & Lampros	6.8	750.00	5,100.00
Gordon Van Remmen	2015	Hall & Lampros	246	400.00	98,400.00
Tom Lacy	1996	Lindsey & Lacy	22.7	750.00	17,025.00
Bradley Pratt	2004	Buyak Pratt (formerly Pratt Clay)	6.8	750.00	5,100.00
Ed Normand	1990	Normand Law	22.8	750.00	17,100.00
Amy Judkins	2016	Normand Law	0.8	475.00	380.00
Jacob Phillips	2015	Jacobson Phillips (formerly with Normand Law)	56.5	600.00	33,900.00
Josh Jacobson	2017	Jacobson Phillips (formerly with Normand Law)	1.5	525.00	787.50
Scott Edelsberg	2012	Edelsberg Law	253	750.00	189,750.00
Chris Gold	2011	Edelsberg Law	38	750.00	28,500.00
Andrew Shamis	2012	Shamis Gentile	308	750.00	231,000.00
Jana Sherwood (paralegal)	Paralegal	Normand Law	17.6	225.00	3,960.00
Devi Ramprasad (paralegal)	Paralegal	Normand Law	8.1	175.00	1,417.50
Giselle Jase (clerk)	Paralegal	Normand Law	0.1	95.00	9.50
<b>Total</b>					<b>\$1,392,929.50</b>

41. The total lodestar for cross-check purposes is \$1,392,929.50. The fees as a percentage of the common fund are \$1,504,500.00, which results in a multiplier of 1.080.



42. I believe that the rates used for the lodestar cross check are reasonable and commensurate with, if not lower than, rates charged by lawyers in the Middle District of Georgia for similar types of complex class action matters. All timekeepers kept contemporaneous time records and audited the records to avoid duplication of efforts or unreasonable entries. Attorneys did not charge for all their work performed and exercised billing judgment by not billing for many emails and phone calls, and for quick reviews of court orders and docket entries.

43. All of Class Counsel discussed concerns about the case before filing because no case against an insurer to recover TAVT pursuant to O.C.G.A. § 48-5C-1(b)(1)(A) had been decided by a court, the statute says nothing about the duty of insurers to pay TAVT pursuant to the statute, and Class Counsel were unsure of the extent of the underpayment problem in Georgia.

44. This case was undesirable to the extent that it would be a difficult case of first impression with substantial risk. There was inconsistent data between online pdf information and DRIVES data maintained electronically at DOR. The data issues were the subject of heated dispute including Daubert motions and motions to reconsider class certification. All Class Counsel shared concerns about the risks of the case before pursuing this action.

45. My firm and the other firms forewent other opportunities due to the time expended litigating the present case.

46. Class Counsel represented Plaintiffs on a contingency fee basis of 33 percent of the common fund, or such amounts as awarded separately from the fund.

47. There were times during this litigation when Class Counsel worked under considerable time pressure due to various deadlines. Rapid fire motions for reconsideration, a motion to exclude an expert witness, and motions to decertify the class occurred often with

expedited briefing. This factor justifies a higher fee as time pressure in cases of this sort is expected.

48. Class Counsel had no prior relationship with the Plaintiffs before this case.

49. Only after negotiating the class settlement, the Parties considered a more expansive release of claims by Plaintiffs. Plaintiffs agreed to settle all of their potential claims and agree to a more expansive release (beyond the release for claims relating to TAVT) for \$5,000.00. The expanded release agreements are attached here as exhibit 2. Plaintiffs have agreed that the individual release and payment will be null and void.

50. Each of the representative plaintiffs answered extensive document requests and interrogatories and submitted to lengthy depositions. They were never promised a reward, and agreed to represent the class members despite an uncertain outcome. Representative plaintiffs selflessly agreed to forego any service award in the fact of class member objection because they do not want to delay final resolution on behalf of the class.

51. Initial notice of the settlement was provided to class members on March 4, 2024. A second notice was provided on April 3, 2024. To date, there have been no objections to the settlement.

52. *Black v. USAA Casualty Insurance Company*, 1:2021-cv-01363 (N.D. Ga.) was filed after the present case and also alleges failure to properly calculate TAVT. The Hall, Lacy, Edelsberg, and Shamis firms were class counsel in *Black* and also are class counsel here. The defendant in *Black* followed the proceedings in this case closely and the parties were able to resolve the case much more efficiently without the same contentious litigation.

Further the declarant sayeth naught.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 18<sup>th</sup> day of April 2024.

*/s/ Christopher B. Hall*

Christopher B. Hall

# EXHIBIT 1

	E	F	G	H
1	Ewing v. GEICO GA			
2	Hall & Lampros Expenses			
3		<b>Expense Type</b>		
4	Greg Elton	expert fees 2021-2023	2,348.63	
5	Jeffrey Martin	expert fees 2021-2023	37,800	
6	Jon Cristy Depo	depo transcript 9/26/22	1,241.70	
7	Lynn Mitchell	depo transcript 7/12/21	408	
8	Nicholus Johnson	depo transcript 9/15/22	901	
9	David Antonacci	depo transcript 5/18/21	1,383.10	
10	Oct. 7, 2022 Hearing	transcript 10/7/22	72	
11	Greg Elton depo	depo transcript 6/22/21	1,141.65	
12	Jeffrey Martin depo	depo transcript 6/21/21	1,302.85	
13				
14	Subtotal			46,598.93
15				
16				
17	Edelsberg Law Expenses			
18				
19	Expense ID			
20	E-970229	CLE exemption for State Bar o	\$60.00	
21	E-940323	Pacer	\$24.20	
22	E-913435	Westlaw	\$941.76	
23	E-746685	Travel Expense	\$730.77	
24	E-166420	E115 — Deposition transcript	\$2,931.87	
25	E-060375	Membership Renewal	\$289.00	
26	E-028866	Travel Expense	\$176.97	
27	E-019674	Membership Renewal	\$268.00	
28	E-017927	Certificate of Good Standing	\$20.00	
29	E-000495	Pro Hac Filing Fee	\$100.00	
30	E-000496	E108 — Postage	\$19.00	
31	Subtotal			5,561.57
32				
33	Shamis Expenses			
34				
35	Upchurch Watson Mediators	Mediation Expense 7/14/23	\$7,500	
36	Jeffrey Martin	Expert fees	\$8,250	
37	Goldfynch Ediscovery	e discovery fees	\$662.86	
38	Miscellaneous	mailing pacer westlaw	\$	
39				
40	Subtotal			16,945
41				
42				

	E	F	G	H
43	Normand PLLC			
44				
45	Cert of Good Standing	for pro hac	19.00	
46	Pro Hac Ed Normand	Pro Hac	100	
47	Pro Hac Jake Phillips	Pro Hac	100.00	
48	Donnie Willis Depo.	Depo Transcript	536.80	
49	Postage	Postage	0.60	
50	Lexis	ediscovery	61.70	
51				818.1
52				
53				
54	Epiq Class Notice	Class Notice Fees	19,721.07	
55				19,721.07
56				
57	Total			89,644.67



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10300 SW Allen Blvd.  
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Epiq  
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PO Box 674652  
Dallas, TX 75267-4652  
Tax ID: 93-1210932  
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or ecabilling@epiqglobal.com

Electronic Payments:  
Bank: PNC Bank, N.A.  
Wire Routing: 043000096  
ACH Routing: 031207607  
Acct No: 8026542445  
SWIFT: PNCCUS33

**Bill-To**  
Christopher B. Hall  
Hall & Lampros LLP  
400 Galleria Parkway, Suite 1150  
Atlanta GA 30339-6067

**Information**  
Invoice No. 90755620 Invoice Date 06/30/2023  
Purchase Order No.  
Customer No. 3018213  
Currency USD  
Contract No. 40058715  
Contract Description Johnson v. Geico  
Terms of Payment Net due in 30 days  
Internal Reference No 40058715

**Comments**  
Billing Period: 06/01/2023 - 06/30/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
60	Email Notice	231	EA	0.0400	9.24
110	Record Undeliverable Mail	218	EA	0.2500	54.50
120	Enter Change of Address - Postal Forward	7	EA	0.4500	3.15
130	Address Research 250K-1M	139	EA	0.2500	34.75
140	Notice Remails	30	EA	0.3400	10.20
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	37.780	EA	0.1900	7.18
230	Notice Request Transcription	2	EA	0.7500	1.50
<b>Postage and Expenses</b>					
280	Postage	1,592.790	DLR	0.3800	605.26





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Beaverton, OR 97005

Information			
Invoice No.	90755620	Invoice Date	06/30/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 06/01/2023 - 06/30/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	5.600	H	65.0000	364.00
400	Correspondence Review and Response	1.700	H	65.0000	110.50
430	Project Coordinator	24.800	H	100.0000	2,480.00
450	Data Analyst & Reporting	26.600	H	150.0000	3,990.00
480	Project Manager	16.400	H	165.0000	2,706.00
570	Box Storage	1	EA	10.0000	10.00
610	Notice Manager	4.300	H	200.0000	860.00
<b>Net Amount</b>					11,696.28
<b>Sales Tax</b>					5.18
<b>Total Amount Due</b>					11,701.46







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Electronic Payments:  
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Acct No: 8026542445  
SWIFT: PNCCUS33

**Bill-To**  
Christopher B. Hall  
Hall & Lampros LLP  
400 Galleria Parkway, Suite 1150  
Atlanta GA 30339-6067

**Information**  
Invoice No. 90770403 Invoice Date 08/14/2023  
Purchase Order No.  
Customer No. 3018213  
Currency USD  
Contract No. 40058715  
Contract Description Johnson v. Geico  
Terms of Payment Net due in 30 days  
Internal Reference No 40058715

**Comments**  
Billing Period: 07/01/2023 - 07/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	278	EA	0.2500	69.50
120	Enter Change of Address - Postal Forward	1	EA	0.4500	0.45
130	Address Research 250K-1M	331	EA	0.2500	82.75
140	Notice Remails	75	EA	0.3400	25.50
150	Detailed Notice Request Fulfillment	2	EA	0.3400	0.68
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	1.030	EA	0.1900	0.20
<b>Postage and Expenses</b>					
280	Postage	49.250	DLR	0.3800	18.72
<b>Standard Rates</b>					





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Information			
Invoice No.	90770403	Invoice Date	08/14/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 07/01/2023 - 07/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
390	Check & Mailing Coordinators	3.700	H	65.0000	240.50
430	Project Coordinator	2.300	H	100.0000	230.00
450	Data Analyst & Reporting	4.500	H	150.0000	675.00
480	Project Manager	5.700	H	165.0000	940.50
570	Box Storage	1	EA	10.0000	10.00
<b>Net Amount</b>					2,743.80
<b>Sales Tax</b>					7.65
<b>Total Amount Due</b>					2,751.45





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Currency USD  
Contract No. 40058715  
Contract Description Johnson v. Geico  
Terms of Payment Net due in 30 days  
Internal Reference No 40058715

**Comments**  
Billing Period: 08/01/2023 - 08/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	35	EA	0.2500	8.75
120	Enter Change of Address - Postal Forward	1	EA	0.4500	0.45
130	Address Research 250K-1M	51	EA	0.2500	12.75
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	0.800	EA	0.1900	0.15
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	1.200	H	65.0000	78.00
430	Project Coordinator	0.500	H	100.0000	50.00
450	Data Analyst & Reporting	0.200	H	150.0000	30.00
480	Project Manager	1.500	H	165.0000	247.50





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Information			
Invoice No.	90777332	Invoice Date	08/31/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 08/01/2023 - 08/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
570	Box Storage	1	EA	10.0000	10.00
<b>Net Amount</b>					887.60
<b>Sales Tax</b>					0.70
<b>Total Amount Due</b>					888.30





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Wire Routing: 043000096  
ACH Routing: 031207607  
Acct No: 8026542445  
SWIFT: PNCCUS33

**Bill-To**  
Christopher B. Hall  
Hall & Lampros LLP  
400 Galleria Parkway, Suite 1150  
Atlanta GA 30339-6067

**Information**  
Invoice No. 90785397 Invoice Date 09/30/2023  
Purchase Order No.  
Customer No. 3018213  
Currency USD  
Contract No. 40058715  
Contract Description Johnson v. Geico  
Terms of Payment Net due in 30 days  
Internal Reference No 40058715

**Comments**  
Billing Period: 09/01/2023 - 09/30/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	9	EA	0.2500	2.25
130	Address Research 250K-1M	17	EA	0.2500	4.25
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	0.900	EA	0.1900	0.17
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	0.700	H	65.0000	45.50
430	Project Coordinator	0.400	H	100.0000	40.00
450	Data Analyst & Reporting	0.100	H	150.0000	15.00
480	Project Manager	4	H	165.0000	660.00
570	Box Storage	1	EA	10.0000	10.00





Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

Information			
Invoice No.	90785397	Invoice Date	09/30/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 09/01/2023 - 09/30/2023

Item	Service	Quantity	Unit	Unit Price	Amount
	<b>Net Amount</b>				1,227.17
	<b>Sales Tax</b>				0.18
	<b>Total Amount Due</b>				1,227.35



Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

<b>Remit to</b>		Tax ID: 93-1210932	
Epiq			
Class Action & Claims Solutions		Billing questions: call 503-350-5800	
PO Box 674652		or ecabilling@epiqglobal.com	
Dallas, TX 75267-4652			
Electronic Payments:			
Bank:	PNC Bank, N.A.		
Wire Routing:	043000096		
ACH Routing:	031207607		
Acct No:	8026542445		
SWIFT:	PNCCUS33		

<b>Bill-To</b>	Christopher B. Hall Hall & Lampros LLP 400 Galleria Parkway, Suite 1150 Atlanta GA 30339-6067
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<b>Information</b>			
Invoice No.	90790735	Invoice Date	10/31/2023
Purchase Order No.			
Customer No.	3018213		
Currency	USD		
Contract No.	40058715		
Contract Description	Johnson v. Geico		
Terms of Payment	Net due in 30 days		
Internal Reference No	40058715		

<b>Comments</b>	Billing Period: 10/01/2023 - 10/31/2023
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Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	1	EA	0.2500	0.25
130	Address Research 250K-1M	1	EA	0.2500	0.25
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	4.750	EA	0.1900	0.90
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	0.800	H	65.0000	52.00
430	Project Coordinator	0.200	H	100.0000	20.00
450	Data Analyst & Reporting	0.100	H	150.0000	15.00
480	Project Manager	2.600	H	165.0000	429.00
<b>Net Amount</b>					967.40





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10300 SW Allen Blvd.  
Beaverton, OR 97005

Information			
Invoice No.	90790735	Invoice Date	10/31/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 10/01/2023 - 10/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
	Sales Tax				0.02
	<b>Total Amount Due</b>				<b>967.42</b>

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Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

**Remit to**  
Epiq  
Class Action & Claims Solutions  
PO Box 674652  
Dallas, TX 75267-4652  
Tax ID: 93-1210932  
Billing questions: call 503-350-5800  
or ecabilling@epiqglobal.com

Electronic Payments:  
Bank: PNC Bank, N.A.  
Wire Routing: 043000096  
ACH Routing: 031207607  
Acct No: 8026542445  
SWIFT: PNCCUS33

**Bill-To**  
Christopher B. Hall  
Hall & Lampros LLP  
400 Galleria Parkway, Suite 1150  
Atlanta GA 30339-6067

Information			
Invoice No.	90799896	Invoice Date	11/30/2023
Purchase Order No.			
Customer No.	3018213		
Currency	USD		
Contract No.	40058715		
Contract Description	Johnson v. Geico		
Terms of Payment	Net due in 30 days		
Internal Reference No	40058715		

**Comments**  
Billing Period : 11/01/2023 - 11/30/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	13	EA	0.2500	3.25
130	Address Research 250K-1M	12	EA	0.2500	3.00
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	4.130	EA	0.1900	0.78
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	0.400	H	65.0000	26.00
450	Data Analyst & Reporting	0.100	H	150.0000	15.00
480	Project Manager	0.800	H	165.0000	132.00
<b>Net Amount</b>					630.03
<b>Sales Tax</b>					0.26
<b>Total Amount Due</b>					630.29





Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

Information			
Invoice No.	90799896	Invoice Date	11/30/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period : 11/01/2023 - 11/30/2023

Item	Service	Quantity	Unit	Unit Price	Amount
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Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

**Remit to**  
Epiq  
Class Action & Claims Solutions  
PO Box 674652  
Dallas, TX 75267-4652  
Tax ID: 93-1210932  
Billing questions: call 503-350-5800  
or ecabilling@epiqglobal.com

Electronic Payments:  
Bank: PNC Bank, N.A.  
Wire Routing: 043000096  
ACH Routing: 031207607  
Acct No: 8026542445  
SWIFT: PNCCUS33

**Bill-To**  
Christopher B. Hall  
Hall & Lampros LLP  
400 Galleria Parkway, Suite 1150  
Atlanta GA 30339-6067

**Information**  
Invoice No. 90813594 Invoice Date 12/31/2023  
Purchase Order No.  
Customer No. 3018213  
Currency USD  
Contract No. 40058715  
Contract Description Johnson v. Geico  
Terms of Payment Net due in 30 days  
Internal Reference No 40058715

**Comments**  
Billing Period: 12/01/2023 - 12/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	2	EA	0.2500	0.50
130	Address Research 250K-1M	1	EA	0.2500	0.25
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	6.420	EA	0.1900	1.22
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	0.200	H	65.0000	13.00
430	Project Coordinator	0.100	H	100.0000	10.00
450	Data Analyst & Reporting	0.100	H	150.0000	15.00
480	Project Manager	1.100	H	165.0000	181.50
<b>Net Amount</b>					671.47





Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

Information			
Invoice No.	90813594	Invoice Date	12/31/2023
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 12/01/2023 - 12/31/2023

Item	Service	Quantity	Unit	Unit Price	Amount
	Sales Tax				0.04
	<b>Total Amount Due</b>				<b>671.51</b>

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Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

**Remit to**  
Epiq  
Class Action & Claims Solutions  
PO Box 674652  
Dallas, TX 75267-4652  
Tax ID: 93-1210932  
Billing questions: call 503-350-5800  
or ecabilling@epiqglobal.com

Electronic Payments:  
Bank: PNC Bank, N.A.  
Wire Routing: 043000096  
ACH Routing: 031207607  
Acct No: 8026542445  
SWIFT: PNCCUS33

**Bill-To**  
Christopher B. Hall  
Hall & Lampros LLP  
400 Galleria Parkway, Suite 1150  
Atlanta GA 30339-6067

Information			
Invoice No.	90824651	Invoice Date	01/31/2024
Purchase Order No.			
Customer No.	3018213		
Currency	USD		
Contract No.	40058715		
Contract Description	Johnson v. Geico		
Terms of Payment	Net due in 30 days		
Internal Reference No	40058715		

**Comments**  
Billing Period: 01/01/2024 - 01/31/2024

Item	Service	Quantity	Unit	Unit Price	Amount
<b>Data Standardization and Class Notice</b>					
110	Record Undeliverable Mail	1	EA	0.2500	0.25
130	Address Research 250K-1M	2	EA	0.2500	0.50
<b>Website and Reporting</b>					
180	Website Hosting	1	EA	225.0000	225.00
<b>Toll-Free Contact Center</b>					
210	IVR Maintenance Fee	1	EA	225.0000	225.00
220	IVR Minutes of Use	0.120	EA	0.1900	0.02
<b>Standard Rates</b>					
390	Check & Mailing Coordinators	0.200	H	65.0000	13.00
430	Project Coordinator	1.600	H	100.0000	160.00
450	Data Analyst & Reporting	0.300	H	150.0000	45.00
480	Project Manager	1.300	H	165.0000	214.50
<b>Net Amount</b>					883.27





Epiq Systems  
Class Action & Claims Solutions  
10300 SW Allen Blvd.  
Beaverton, OR 97005

Information			
Invoice No.	90824651	Invoice Date	01/31/2024
Purchase Order No.			
Customer No.	3018213		

**Comments**  
Billing Period: 01/01/2024 - 01/31/2024

Item	Service	Quantity	Unit	Unit Price	Amount
	Sales Tax				0.02
	<b>Total Amount Due</b>				<b>883.29</b>

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# EXHIBIT 2

MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION

KOSMOE MALCOM, NICHOLUS  
JOHNSON, AQUEELAH COLEMAN, and  
TODRA WASHINGTON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO INDEMNITY COMPANY,  
GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, and GEICO GENERAL  
INSURANCE COMPANY, Maryland  
corporations,

Defendants.

CIVIL ACTION  
FILE NO.: 5:20-cv-00165-MTT

**EXPANDED RELEASE AGREEMENT**

This is an Expanded Release Agreement (hereinafter referred to as the “Expanded Release”) entered by Plaintiff Aqueelah Coleman (“Plaintiff Coleman”) and Defendants GEICO Indemnity Company (“GEICO Indemnity”), GEICO General Insurance Company (“GEICO General”), Government Employees Insurance Company (“Government Employees”) and their related entities (collectively, “GEICO”).

This Expanded Release is in addition to and expressly incorporates the terms of the Class Action Settlement Agreement entered into by the Parties and submitted to the Court in the above captioned action. Unless otherwise set forth below the terms used herein shall have the meaning and/or definitions given to them in that Agreement.

For purposes of this Expanded Release Agreement, “Releasees” means (a) GEICO; (b) all divisions, parent entities, affiliates, predecessors, successors, and subsidiaries of GEICO; (c) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, members, advisors, consultants, representatives, assigns, partners, joint venturers, independent contractors, distributors, retailers, insurers and reinsurers; and (d) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this Paragraph.

In consideration of GEICO’s payment of \$5,000.00 (the “Release Amount”), Plaintiff Aqueelah Coleman, for himself and his agents, assigns, assignors, attorneys, heirs, and relatives, shall release and forever discharge the Releasees of and from any and all manner of actions, causes of action, suits, claims and demands whatsoever, in law or in equity, which Plaintiff Coleman ever had or now has against the Releasees, relating to Plaintiff Coleman’s insurance claims referenced



in the pleadings in *Malcom v. GEICO Indemnity Co.*, No. 5:20-cv-0165-MTT, and attachments thereto, including but not exclusively, and without limiting this release, any and all actions, causes of action, suits, claims and demands arising out of, referenced in, related to or that could have been asserted in this Action.

Plaintiff Coleman acknowledges and agrees that the Release Amount constitutes a lump-sum payment and that GEICO is not responsible for any past, present, or future legal costs, expenses, or fees (including attorneys' fees) Plaintiff Coleman incurred or may incur arising out of or relating in any way to any matters and claims released herein other than as set forth in the Class Action Settlement Agreement. This Release Amount is in addition to any claim for unpaid TAVT that Plaintiff Coleman may have as part of the Class Action Settlement Agreement.

Plaintiff Coleman acknowledges factual matters now unknown to him may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and/or unsuspected, and which if known by Plaintiff Coleman at this time, may have materially affected his decision to execute this Expanded Release. Plaintiff Coleman further acknowledges, represents, and warrants that this Expanded Release has been negotiated and agreed upon in light of the foregoing realization, and that he nevertheless intends to hereby release, discharge, and acquit GEICO from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and/or expenses. Plaintiff Coleman expressly acknowledges and agrees that by executing this Expanded Release, he is assuming any risk of such unknown facts and such unknown and unsuspected claims.

Plaintiff Coleman represents and warrants he has authority to execute this Expanded Release and release the matters and claims released herein. Plaintiff Coleman further represents and warrants that he has not assigned, pledged, or in any manner whatsoever sold or transferred either by instrument, in writing, or otherwise, any rights, title or other interest which he had or may have had in any claims, demands, rights, actions, or causes of action against GEICO.

Plaintiff Coleman represents and warrants he (i) has read this Expanded Release in its entirety; (ii) has discussed this Release with legal counsel of his own choosing, and any questions he had regarding this Expanded Release have been answered and fully explained by his counsel; (iii) understands the contents and legal effect of this Expanded Release; and (iv) is of sound mind and is executing this Expanded Release voluntarily.

In the event of Termination of the Class Action Settlement, this Expanded Release shall be considered null and void and Coleman and GEICO shall return to the status quo ante in the Action as if Coleman and GEICO had not entered into this Expanded Release. In addition, in the event of such a Termination, all of Coleman's and GEICO's respective pre-Settlement rights, claims and defenses will be retained and preserved.

The Expanded Release shall become effective on the Effective Date of the Class Action Settlement unless earlier terminated in accordance with the provisions of the Class Action Settlement Agreement.

In the event the Class Action Settlement, including this Expanded Release, is terminated in accordance with the provisions of the Class Action Settlement Agreement, any discussions,

offers, or negotiations associated with this Expanded Release 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 Expanded Release had not been negotiated or made.

Plaintiff Coleman acknowledges and agrees to withdraw his request for the Release Amount if there is objection to the Release Amount. Plaintiff Coleman further agrees to accept any ruling by the Court with respect to the propriety of the Expanded Release and/or his entitlement to the Release Amount. This includes an agreement not to appeal an order denying or rejecting Plaintiff Coleman's request for the Release Amount.

**AQUEELAH COLEMAN**

*Aqueelah Coleman*

\_\_\_\_\_  
Signature

10 / 25 / 2023

\_\_\_\_\_  
Date

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Title	Expanded Release Agreement for Aqueelah Coleman v. Geico...
File name	content
Document ID	a1ea2271cb63bed8d7be773a99bb2b437d2f8265
Audit trail date format	MM / DD / YYYY
Status	● Signed

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This document was requested from [sflinjuryattorneys.lightning.force.com](https://sflinjuryattorneys.lightning.force.com)

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### Document History



**10 / 25 / 2023**  
14:22:56 UTC

Sent for signature to Aqueelah Coleman  
(brownhonda1991@yahoo.com) from gpalacios@shamisgentile.com  
IP: 162.17.100.209



**10 / 25 / 2023**  
17:08:49 UTC

Viewed by Aqueelah Coleman (brownhonda1991@yahoo.com)  
IP: 73.43.44.213



**10 / 25 / 2023**  
17:12:32 UTC

Signed by Aqueelah Coleman (brownhonda1991@yahoo.com)  
IP: 73.43.44.213



COMPLETED

**10 / 25 / 2023**  
17:12:32 UTC

The document has been completed.

MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION

KOSMOE MALCOM, NICHOLUS  
JOHNSON, AQUEELAH COLEMAN, and  
TODRA WASHINGTON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO INDEMNITY COMPANY,  
GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, and GEICO GENERAL  
INSURANCE COMPANY, Maryland  
corporations,

Defendants.

CIVIL ACTION  
FILE NO.: 5:20-cv-00165-MTT

**EXPANDED RELEASE AGREEMENT**

This is an Expanded Release Agreement (hereinafter referred to as the “Expanded Release”) entered by Plaintiff Kosmoe Malcom (“Plaintiff Malcom”) and Defendants GEICO Indemnity Company (“GEICO Indemnity”), GEICO General Insurance Company (“GEICO General”), Government Employees Insurance Company (“Government Employees”) and their related entities (collectively, “GEICO”).

This Expanded Release is in addition to and expressly incorporates the terms of the Class Action Settlement Agreement entered into by the Parties and submitted to the Court in the above captioned action. Unless otherwise set forth below the terms used herein shall have the meaning and definitions given to them in that Agreement.

For purposes of this Expanded Release Agreement, “Releasees” means (a) GEICO/ (b) all divisions, parent entities, affiliates, predecessors, successors, and subsidiaries of GEICO/ (c) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, members, advisors, consultants, representatives, assigns, partners, joint venturers, independent contractors, distributors, retailers, insurers and reinsurers/ and (d) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this Paragraph.

In consideration of GEICO’s payment of \$5,000.00 (the “Release Amount”), Plaintiff Kosmoe Malcom, for himself and his agents, assigns, assignors, attorneys, heirs, and relatives, shall release and forever discharge the Releasees of and from any and all manner of actions, causes of action, suits, claims and demands whatsoever, in law or in equity, which Plaintiff Malcom ever had or now has against the Releasees, relating to Plaintiff Malcom’s insurance claims referenced

in the pleadings in *Malcom v. GEICO Indemnity Co.*, No. 5:20-cv-0165-MTT, and attachments thereto, including but not exclusively, and without limiting this release, any and all actions, causes of action, suits, claims and demands arising out of, referenced in, related to or that could have been asserted in this Action.

Plaintiff Malcom ac; noq ledges and agrees that the Release Amount constitutes a lump-sum payment and that GEICO is not responsible for any past, present, or future legal costs, expenses, or fees (including attorneysj fees) Plaintiff Malcom incurred or may incur arising out of or relating in any q ay to any matters and claims released herein other than as set forth in the Class Action Settlement Agreement. This Release Amount is in addition to any claim for unpaid TAVT that Plaintiff Malcom may have as part of the Class Action Settlement Agreement.

Plaintiff Malcom ac; noq ledges factual matters noq un; noq n to him may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently un; noq n, unanticipated, and/or unsuspected, and q hich if ; noq n by Plaintiff Malcom at this time, may have materially affected his decision to execute this Expanded Release. Plaintiff Malcom further ac; noq ledges, represents, and q arrants that this Expanded Release has been negotiated and agreed upon in light of the foregoing realization, and that he nevertheless intends to hereby release, discharge, and ac\$uit GEICO from any such un; noq n causes of action, claims, demands, debts, controversies, damages, costs, losses, and/or expenses. Plaintiff Malcom expressly ac; noq ledges and agrees that by executing this Expanded Release, he is assuming any ris; of such un; noq n facts and such un; noq n and unsuspected claims.

Plaintiff Malcom represents and q arrants he has authority to execute this Expanded Release and release the matters and claims released herein. Plaintiff Malcom further represents and q arrants that he has not assigned, pledged, or in any manner q hatsoever sold or transferred either by instrument, in q riting, or otherq ise, any rights, title or other interest q hich he had or may have had in any claims, demands, rights, actions, or causes of action against GEICO.

Plaintiff Malcom represents and q arrants he (i) has read this Expanded Release in its entirety/ (ii) has discussed this Release q ith legal counsel of his oq n choosing, and any \$uestions he had regarding this Expanded Release have been ansq ered and fully explained by his counsel/ (iii) understands the contents and legal effect of this Expanded Release/ and (iv) is of sound mind and is executing this Expanded Release voluntarily.

In the event of Termination of the Class Action Settlement, this Expanded Release shall be considered null and void and Malcom and GEICO shall return to the status \$uo ante in the Action as if Malcom and GEICO had not entered into this Expanded Release. In addition, in the event of such a Termination, all of Malcomjs and GEICOjs respective pre-Settlement rights, claims and defenses q ill be retained and preserved.


The Expanded Release shall become effective on the Effective Date of the Class Action Settlement unless earlier terminated in accordance q ith the provisions of the Class Action Settlement Agreement.

In the event the Class Action Settlement, including this Expanded Release, is terminated in accordance q ith the provisions of the Class Action Settlement Agreement, any discussions,

offers, or negotiations associated with this Expanded Release 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 Expanded Release had not been negotiated or made.

Plaintiff Malcom acknowledges and agrees to withdraw his request for the Release Amount if there is an objection to the Release Amount. Plaintiff Malcom further agrees to accept any ruling by the Court with respect to the propriety of the Expanded Release and his entitlement to the Release Amount. This includes an agreement not to appeal an order denying or rejecting Plaintiff Malcom's request for the Release Amount.

**KOSMOE MALCOM**

  
\_\_\_\_\_  
Signature

10 / 25 / 2023  
\_\_\_\_\_  
Date

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Title	Expanded Release Agreement for Kosmoe Malcom v. Geico...
File name	content
Document ID	6cbf49df682cf6ee7f67e223c94761c855bc17c5
Audit trail date format	MM / DD / YYYY
Status	● Signed

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### Document History



SENT

**10 / 25 / 2023**

14:13:54 UTC

Sent for signature to Kosmoe Malcom (bridgeton61@gmail.com) from gpalacios@shamisgentile.com  
IP: 162.17.100.209



VIEWED

**10 / 25 / 2023**

17:29:53 UTC

Viewed by Kosmoe Malcom (bridgeton61@gmail.com)  
IP: 172.56.67.150



SIGNED

**10 / 25 / 2023**

17:30:54 UTC

Signed by Kosmoe Malcom (bridgeton61@gmail.com)  
IP: 172.56.67.150



COMPLETED

**10 / 25 / 2023**

17:30:54 UTC

The document has been completed.

MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION

KOSMOE MALCOM, NICHOLUS  
JOHNSON, AQUEELAH COLEMAN, and  
TODRA WASHINGTON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO INDEMNITY COMPANY,  
GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, and GEICO GENERAL  
INSURANCE COMPANY, Maryland  
corporations,

Defendants.

CIVIL ACTION  
FILE NO.: 5:20-cv-00165-MTT

**EXPANDED RELEASE AGREEMENT**

This is an Expanded Release Agreement (hereinafter referred to as the “Expanded Release”) entered by Plaintiff Nicholus Johnson (“Plaintiff Johnson”) and Defendants GEICO Indemnity Company (“GEICO Indemnity”), GEICO General Insurance Company (“GEICO General”), Government Employees Insurance Company (“Government Employees”) and their related entities (collectively, “GEICO”).

This Expanded Release is in addition to and expressly incorporates the terms of the Class Action Settlement Agreement entered into by the Parties and submitted to the Court in the above captioned action. Unless otherwise set forth below the terms used herein shall have the meaning and definitions given to them in that Agreement.

For purposes of this Expanded Release Agreement, “Releasees” means (a) GEICO/ (b) all divisions, parent entities, affiliates, predecessors, successors, and subsidiaries of GEICO/ (c) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, members, advisors, consultants, representatives, assigns, partners, joint venturers, independent contractors, distributors, retailers, insurers and reinsurers/ and (d) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this Paragraph.

In consideration of GEICO’s payment of \$5,000.00 (the “Release Amount”), Plaintiff Nicholus Johnson, for himself and his agents, assigns, assignors, attorneys, heirs, and relatives, shall release and forever discharge the Releasees of and from any and all manner of actions, causes of action, suits, claims and demands whatsoever, in law or in equity, which Plaintiff Johnson ever had or now has against the Releasees, relating to Plaintiff Johnson’s insurance claims referenced



in the pleadings in *Malcom v. GEICO Indemnity Co.*, No. 5:20-cv-0165-MTT, and attachments thereto, including but not exclusively, and without limiting this release, any and all actions, causes of action, suits, claims and demands arising out of, referenced in, related to or that could have been asserted in this Action.

Plaintiff Johnson acknowledges and agrees that the Release Amount constitutes a lump-sum payment and that GEICO is not responsible for any past, present, or future legal costs, expenses, or fees (including attorneys' fees) Plaintiff Johnson incurred or may incur arising out of or relating in any way to any matters and claims released herein other than as set forth in the Class Action Settlement Agreement. This Release Amount is in addition to any claim for unpaid TAVT that Plaintiff Johnson may have as part of the Class Action Settlement Agreement.

Plaintiff Johnson acknowledges factual matters unknown to him may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and/or unsuspected, and which if known by Plaintiff Johnson at this time, may have materially affected his decision to execute this Expanded Release. Plaintiff Johnson further acknowledges, represents, and warrants that this Expanded Release has been negotiated and agreed upon in light of the foregoing realization, and that he nevertheless intends to hereby release, discharge, and sue GEICO from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and/or expenses. Plaintiff Johnson expressly acknowledges and agrees that by executing this Expanded Release, he is assuming any risk of such unknown facts and such unknown and unsuspected claims.

Plaintiff Johnson represents and warrants he has authority to execute this Expanded Release and release the matters and claims released herein. Plaintiff Johnson further represents and warrants that he has not assigned, pledged, or in any manner whatsoever sold or transferred either by instrument, in writing, or otherwise, any rights, title or other interest which he had or may have had in any claims, demands, rights, actions, or causes of action against GEICO.

Plaintiff Johnson represents and warrants he (i) has read this Expanded Release in its entirety/ (ii) has discussed this Release with legal counsel of his own choosing, and any questions he had regarding this Expanded Release have been answered and fully explained by his counsel/ (iii) understands the contents and legal effect of this Expanded Release/ and (iv) is of sound mind and is executing this Expanded Release voluntarily.

In the event of Termination of the Class Action Settlement, this Expanded Release shall be considered null and void and Johnson and GEICO shall return to the status quo ante in the Action as if Johnson and GEICO had not entered into this Expanded Release. In addition, in the event of such a Termination, all of Johnson's and GEICO's respective pre-Settlement rights, claims and defenses will be retained and preserved.

The Expanded Release shall become effective on the Effective Date of the Class Action Settlement unless earlier terminated in accordance with the provisions of the Class Action Settlement Agreement.

In the event the Class Action Settlement, including this Expanded Release, is terminated in accordance with the provisions of the Class Action Settlement Agreement, any discussions,

offers, or negotiations associated with this Expanded Release 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 Expanded Release had not been negotiated or made.

Plaintiff Johnson acknowledges and agrees to withdraw his request for the Release Amount if there is objection to the Release Amount. Plaintiff Johnson further agrees to accept any ruling by the Court with respect to the propriety of the Expanded Release and his entitlement to the Release Amount. This includes an agreement not to appeal an order denying or rejecting Plaintiff Johnson's request for the Release Amount.

**NICHOLUS JOHNSON**

  
\_\_\_\_\_  
Signature

10 / 25 / 2023  
\_\_\_\_\_  
Date

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Title	Expanded Release Agreement for Nicholus Johnson v. Geico...
File name	content
Document ID	3c1ae4f8603ad6fe0ea5b800e6811870891110e1
Audit trail date format	MM / DD / YYYY
Status	● Signed

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### Document History



**10 / 25 / 2023**  
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Sent for signature to Nicholus Johnson  
(nicholus82@hotmail.com) from gpalacios@shamisgentile.com  
IP: 162.17.100.209



**10 / 25 / 2023**  
14:37:30 UTC

Viewed by Nicholus Johnson (nicholus82@hotmail.com)  
IP: 174.199.227.12



**10 / 25 / 2023**  
14:41:39 UTC

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IP: 174.199.227.12



COMPLETED

**10 / 25 / 2023**  
14:41:39 UTC

The document has been completed.

MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION

KOSMOE MALCOM, NICHOLUS  
JOHNSON, AQUEELAH COLEMAN, and  
TODRA WASHINGTON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO INDEMNITY COMPANY,  
GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, and GEICO GENERAL  
INSURANCE COMPANY, Maryland  
corporations,

Defendants.

CIVIL ACTION  
FILE NO.: 5:20-cv-00165-MTT

**EXPANDED RELEASE AGREEMENT**

This is an Expanded Release Agreement (hereinafter referred to as the “Expanded Release”) entered by Plaintiff Todra Washington (“Plaintiff Washington”) and Defendants GEICO Indemnity Company (“GEICO Indemnity”), GEICO General Insurance Company (“GEICO General”), Government Employees Insurance Company (“Government Employees”) and their related entities (collectively, “GEICO”).

This Expanded Release is in addition to and expressly incorporates the terms of the Class Action Settlement Agreement entered into by the Parties and submitted to the Court in the above captioned action. Unless otherwise set forth below the terms used herein shall have the meaning and definitions given to them in that Agreement.

For purposes of this Expanded Release Agreement, “Releasees” means (a) GEICO/ (b) all divisions, parent entities, affiliates, predecessors, successors, and subsidiaries of GEICO/ (c) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, members, advisors, consultants, representatives, assigns, partners, joint venturers, independent contractors, distributors, retailers, insurers and reinsurers/ and (d) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this Paragraph.

In consideration of GEICO’s payment of \$5,000.00 (the “Release Amount”), Plaintiff Todra Washington, for himself and his agents, assigns, assignors, attorneys, heirs, and relatives, shall release and forever discharge the Releasees of and from any and all manner of actions, causes of action, suits, claims and demands whatsoever, in law or in equity, which Plaintiff Washington ever had or now has against the Releasees, relating to Plaintiff Washington’s insurance claims

referenced in the pleadings in *Malcom v. GEICO Indemnity Co.*, No. 5:20-cv-0165-MTT, and attachments thereto, including but not exclusively, and without limiting this release, any and all actions, causes of action, suits, claims and demands arising out of, referenced in, related to or that could have been asserted in this Action.

Plaintiff Washington acknowledges and agrees that the Release Amount constitutes a lump-sum payment and that GEICO is not responsible for any past, present, or future legal costs, expenses, or fees (including attorneys' fees) Plaintiff Washington incurred or may incur arising out of or relating in any way to any matters and claims released herein other than as set forth in the Class Action Settlement Agreement. This Release Amount is in addition to any claim for unpaid TAVT that Plaintiff Washington may have as part of the Class Action Settlement Agreement.

Plaintiff Washington acknowledges factual matters unknown to him may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and/or unsuspected, and which if known by Plaintiff Washington at this time, may have materially affected his decision to execute this Expanded Release. Plaintiff Washington further acknowledges, represents, and warrants that this Expanded Release has been negotiated and agreed upon in light of the foregoing realization, and that he nevertheless intends to hereby release, discharge, and acquit GEICO from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and/or expenses. Plaintiff Washington expressly acknowledges and agrees that by executing this Expanded Release, he is assuming any risk of such unknown facts and such unknown and unsuspected claims.

Plaintiff Washington represents and warrants he has authority to execute this Expanded Release and release the matters and claims released herein. Plaintiff Washington further represents and warrants that he has not assigned, pledged, or in any manner whatsoever sold or transferred either by instrument, in writing, or otherwise, any rights, title or other interest which he had or may have had in any claims, demands, rights, actions, or causes of action against GEICO.

Plaintiff Washington represents and warrants he (i) has read this Expanded Release in its entirety/ (ii) has discussed this Release with legal counsel of his own choosing, and any questions he had regarding this Expanded Release have been answered and fully explained by his counsel/ (iii) understands the contents and legal effect of this Expanded Release/ and (iv) is of sound mind and is executing this Expanded Release voluntarily.


In the event of Termination of the Class Action Settlement, this Expanded Release shall be considered null and void and Washington and GEICO shall return to the status quo ante in the Action as if Washington and GEICO had not entered into this Expanded Release. In addition, in the event of such a Termination, all of Washington's and GEICO's respective pre-Settlement rights, claims and defenses shall be retained and preserved.

The Expanded Release shall become effective on the Effective Date of the Class Action Settlement unless earlier terminated in accordance with the provisions of the Class Action Settlement Agreement.

In the event the Class Action Settlement, including this Expanded Release, is terminated in accordance with the provisions of the Class Action Settlement Agreement, any discussions, offers, or negotiations associated with this Expanded Release 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 Expanded Release had not been negotiated or made.

Plaintiff Washington acknowledges and agrees to withdraw his request for the Release Amount if there is an objection to the Release Amount. Plaintiff Washington further agrees to accept any ruling by the Court with respect to the propriety of the Expanded Release and his entitlement to the Release Amount. This includes an agreement not to appeal an order denying or rejecting Plaintiff Washington's request for the Release Amount.

**TODRA WASHINGTON**

  
\_\_\_\_\_  
Signature

10 / 25 / 2023  
\_\_\_\_\_  
Date

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Title	Expanded Release Agreement for Todra Washington v. Geico...
File name	content
Document ID	642f8728ccf4409879efa016344944abb90e4c40
Audit trail date format	MM / DD / YYYY
Status	● Signed

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IP: 162.17.100.209



**10 / 25 / 2023**  
14:50:48 UTC

Viewed by Todra Washington (todra.washington@yahoo.com)  
IP: 172.56.69.218



**10 / 25 / 2023**  
14:54:11 UTC

Signed by Todra Washington (todra.washington@yahoo.com)  
IP: 172.56.69.218



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