

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

**CHERALE WILLIS, SANDY COLBERT,  
TIFFANEY PEACOCK, CARAL TAYLOR,  
and AMALIA BENVENUTTI, *et al.*,**

*Plaintiffs,*

v.

**GOVERNMENT EMPLOYEES  
INSURANCE COMPANY d/b/a GEICO, *et al.***

*Defendants.*

Case No. 5:23-CV-00430

**CHRIS RICE, *et al.*,**

*Plaintiffs,*

v.

**GOVERNMENT EMPLOYEES  
INSURANCE COMPANY d/b/a GEICO,**

*Defendant.*

Case No. 5:23-CV-00414

**SETTLEMENT AGREEMENT, RELEASE, AND WAIVER**

This Settlement Agreement, Release, and Waiver (“***Settlement***,” “***Agreement***,” or “***Settlement Agreement***”) is made by Plaintiffs Cherale Willis, Sandy Colbert, Tiffaney Peacock, Caral Taylor, Amalia Benvenuti, and Christopher Rice (the “***Named Plaintiffs***”), individually and on behalf of all other individuals who consented to participate in the lawsuits referenced herein, and who were not subsequently dismissed from this action by Court Order, pursuant to 29 U.S.C. § 216(b), and Defendants Government Employee Insurance Company and GEICO General

Insurance Company (collectively, “**GEICO**” or “**Defendants**”) (collectively referred to herein as the “**Parties**”). The Parties agree, subject to the Court’s approval, to resolve on a collective-wide and individual basis, as applicable, the matters captioned *Willis, et al. v. Government Employee Insurance Company, et al.*, No. 23-CV-00430 (M.D. Ga.), *Benvenuti, et al. v. GEICO General Ins. Co., et al.*, No. 22-CV-00182 (M.D. Ga.), and *Rice, et al. v. Government Employee Insurance Company*, No. 23-CV-00414 (M.D. Ga.), including the claims of all Named Plaintiffs and Opt-In Plaintiffs asserted in those matters, as set forth herein (the “**Lawsuits**”).

**A. RECITALS**

These Recitals are an integral part of this Settlement Agreement and are incorporated as express terms of this Agreement:

a. On May 11, 2022, Plaintiff Amalia Benvenuti filed a Complaint in the U.S. District Court for the Middle District of Georgia against Defendant GEICO General Insurance Company asserting claims to recover unpaid overtime wages, liquidated damages, attorneys’ fees, and costs under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the “**FLSA**”) on behalf of the members of a potential collective action. That matter was captioned *Benvenuti, et al. v. GEICO General Ins. Co., et al.*, No. 22-CV-00182 (M.D. Ga.). On January 12, 2023, Plaintiff Benvenuti filed a motion for leave to amend her complaint, which included seeking to add Defendant Government Employees Insurance Company d/b/a GEICO. That same date, Plaintiff Benvenuti moved for conditional certification and for the issuance of Court-supervised notice.

b. On March 28, 2023, the Court granted Plaintiff Benvenuti’s motion for leave to amend her complaint, which allowed her to add Government Employees Insurance Company d/b/a GEICO as a Defendant. On April 26, 2023, the Court granted Plaintiff Benvenuti’s motion for conditional certification, ordered that Defendants produce the names and contact information of

current and former Service Representative employees who had worked for Defendants since March 1, 2020, and sent court-facilitated notice of that Lawsuit to those current and former employees. Notice was sent to more than 2,600 current and former employees. Ultimately, just under 500 of those individuals filed written notices of consent to join in that Lawsuit.

c. Several employees of Defendants who were not included on the *Benvenuti* notice lists produced by Defendants, including, for example, Cherale Willis, Sandy Colbert, and Tiffany Peacock, filed Consent to Join forms asserting FLSA claims in the *Benvenuti* action. Those individuals asserted that they worked in GEICO's centralized service department and should be considered Service Representatives whereas Defendants maintained that these employees were not included on the notice list because they did not work as Service Representatives.

d. On October 26, 2023, Plaintiffs Cherale Willis, Sandy Colbert, and Tiffany Peacock filed a separate FLSA collective action against Defendants, on behalf of themselves and other allegedly similarly situated individuals for the time they worked in positions other than the select Service Representative positions included by Defendants on the *Benvenuti* notice lists, asserting claims to recover unpaid overtime wages, liquidated damages, attorneys' fees, and costs. That matter was captioned *Willis, et al. v. Government Employee Insurance Company, et al.*, No. 23-CV-00430 (M.D. Ga.). On December 13, 2023, the *Willis* Plaintiffs filed an amended complaint adding Caral Taylor as a Named Plaintiff, in addition to other amendments.

e. On May 30, 2024, the Court entered an order to consolidate the *Benvenuti* action with the *Willis* action, on the grounds that the cases were duplicative. (*Willis* ECF No. 63.) On July 3, 2024, Plaintiffs filed a consolidated complaint per the Court's consolidation order. (*Willis* ECF No. 70.)



f. On July 12, 2024, Plaintiffs, filed a renewed motion for conditional certification in *Willis*. (*Willis* ECF No. 74). The Court granted the Motion on September 26, 2024, and authorized Plaintiffs to send court-facilitated notice of that Lawsuit to “[a]ll current and former hourly-paid GEICO employees who have handled communications with GEICO customers and/or communications related to GEICO customers and were assigned to work for and/or were managed out of GEICO’s Macon, Georgia call center at any time since March 1, 2020, regardless of job title.” (*Willis* ECF No. 79.)

g. As a result of the Court’s September 26, 2024, Order, over 4,600 individuals were sent notice of the *Willis* Lawsuit and approximately an additional 1,020 individuals filed a consent to join in the *Willis* Lawsuit and became party plaintiffs to that action as a result of the notice.

h. On October 19, 2023, Plaintiff Chris Rice filed a Complaint in the U.S. District Court for the Middle District of Georgia against GEICO asserting claims to recover unpaid overtime wages, liquidated damages, attorneys’ fees, and costs under the FLSA, and sought to send notice of that Lawsuit to a group of current and former GEICO employees who worked as Sales Representatives. That matter was captioned *Rice, et al. v. Government Employee Insurance Company*, No. 23-CV-00414 (M.D. Ga.).

i. On January 31, 2025, Plaintiff Christopher Rice filed a motion for conditional certification. (*Rice* ECF No. 74.) The Court denied the Motion on June 30, 2025.<sup>1</sup> (*Rice* ECF No. 92 at 8.) Ultimately, a total of 7 individuals who filed a written consent to join the *Rice* action remained in the case, and the Court ruled that they may continue to pursue their claims in that action. (*Rice* ECF No. 98.)

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<sup>1</sup> In the same June 30, 2025, Order, the Court also dismissed Opt-In Plaintiff Danielle Maccio without prejudice upon Plaintiff’s request. *Id.*

j. On October 3, 2025, the Parties attended a formal mediation for these Lawsuits with Mediator Dennis Clifford but were unsuccessful in reaching a settlement that day. Thereafter, the Parties continued to work with the mediator at arms-length and subsequently reached the Settlement described in this Agreement.

k. GEICO denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged by Named Plaintiffs and also denies that continued litigation of *Willis* or *Rice* on a collective-wide basis is appropriate. Specifically, GEICO denies that it maintained any pay or employment practices that failed to comply with the FLSA, as alleged in the Lawsuits, denies that it otherwise violated any federal law as alleged in the Lawsuits, and denies that the *Willis* or *Rice* Lawsuits are appropriate for or that the facts support collective-wide or representative treatment under the governing legal standards.

l. The Parties now desire to settle, fully and finally, all claims that the Named Plaintiffs asserted in the Complaints or could have asserted based on the facts alleged in the Complaints on the terms set forth in this Settlement Agreement.

m. The Named Plaintiffs, and their counsel, believe that it is in their best interests and the best interests of all individuals who filed consent to join forms in the Lawsuits, not including the Named Plaintiffs, and whose claims have not been dismissed (the “***Opt-In Plaintiffs***”), to resolve this matter at this time and that this Settlement represents a fair, adequate, and reasonable resolution that avoids the expense, delay, diversion, and risk of protracted and complex litigation.

n. If the Settlement Agreement does not become final for any reason, nothing from the settlement process, including documents created or shared as part of the settlement process or settlement administration, but not including any documents or information that otherwise was

produced in the Lawsuits, shall be admissible evidence in the Lawsuits or used in any way contrary to the interests of the Named Plaintiffs, Opt-In Plaintiffs, or Defendants.

o. This Settlement Agreement contains all the agreements between the Named Plaintiffs, Opt-In Plaintiffs, Plaintiffs' Counsel, Defendants, and Defendants' Counsel relating to the settlement of the Lawsuits. At all times, the negotiations leading to the Settlement Agreement were adversarial, non-collusive, and arms-length.

**B. NO ADMISSION OF LIABILITY**

The Parties agree that Defendants, in settling these Lawsuits, expressly deny liability or wrongdoing of any kind associated with the claims asserted by the Named Plaintiffs and Opt-In Plaintiffs, and that Defendants enter into this Settlement solely for purposes of avoiding the costs and disruption of ongoing litigation and to settle any and all outstanding claims in the Lawsuits. This Settlement Agreement shall not in any way be construed as an admission by Defendants that they acted wrongfully or illegally with respect to the Named Plaintiffs, Opt-In Plaintiffs, or any other person, collectively or individually, or that those individuals have any rights whatsoever against Defendants, and GEICO specifically disclaims any liability to or wrongful acts against the Named Plaintiffs, Opt-In Plaintiffs, or any other person, on the part of Defendants, and their predecessors, successors, and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and their current and former officers, directors, shareholders, employees, agents, and representatives. The Parties agree that none of the Named Plaintiffs and/or Opt-In Plaintiffs have prevailed on the merits and that this Settlement Agreement shall not serve or be construed as evidence that any Party has so prevailed. This Settlement Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except in an action or proceeding to approve, interpret, or enforce its terms.

**C. INDIVIDUALS COVERED BY THIS SETTLEMENT**

This Settlement Agreement applies to the Named Plaintiffs and Opt-in Plaintiffs as defined herein. The Named Plaintiffs and Opt-In Plaintiffs covered by this Settlement are listed on **Exhibit 1** to this Settlement Agreement. The Named Plaintiffs and Opt-In Plaintiffs are together referred to herein as “*Plaintiffs*.”

**D. SETTLEMENT TERMS**

**a. Entry Of The Approval Order And Effective Date**

i. As used in this Settlement Agreement, “*Approval*” means the date upon which the Court enters the Approval Order and Final Judgment granting approval of the Settlement and entering final judgment in the Lawsuits (the “*Approval Order*”) as described below.

ii. Plaintiffs shall move for Court approval of the Settlement on or before December 19, 2025. In the Motion to Approve the Settlement and Dismiss with Prejudice the Named Plaintiffs’ and Opt-In Plaintiffs’ Claims, Plaintiffs shall seek entry of the Approval Order attached as **Exhibit 2**. The Approval Order shall:

- a. state that it is binding on the Named Plaintiffs and the Opt-In Plaintiffs as defined in the Settlement Agreement;
- b. determine that there is a *bona fide* dispute between the Parties as to GEICO’s liability under the FLSA and that the Settlement Agreement is fair, reasonable, and is in the best interests of the Named Plaintiffs and the Opt-In Plaintiffs;
- c. provide that the Named Plaintiffs and all Opt-In Plaintiffs will be bound by the Approval Order dismissing the Lawsuits with prejudice;

- d. dismiss the Lawsuits in their entirety, on the merits, as against Defendants with prejudice, and without costs to any party, except to the extent otherwise expressly provided in the Settlement Agreement;
- e. state that the Approval Order is a “***Final Order***” as that term is used within the meaning of the Federal Rules of Civil Procedure and the Federal Rules of Appellate Procedure;
- f. provide that the Named Plaintiffs and the Opt-In Plaintiffs shall be permanently barred and enjoined from commencing, prosecuting, or otherwise maintaining in any court or forum any action against the Released Parties arising from or relating to any of the Released Claims from March 1, 2020, or from the date of three years prior to the filing of a written consent to become a party plaintiff to the Lawsuits pursuant to 29 U.S.C. § 216(b) (or from the date of the filing of a complaint for a Named Plaintiff if a Named Plaintiff did not file a written consent to become a party plaintiff), whichever is earlier, through the Effective Date, other than taking action to enforce this Agreement;
- g. direct the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to establish the means necessary to implement the terms of the Settlement Agreement; and

h. find that the Court has personal jurisdiction over the Named Plaintiffs and all of the Opt-In Plaintiffs, the Court has subject matter jurisdiction over the claims asserted in the Lawsuits, and that venue is proper.

iii. If the Court enters an Order denying Settlement Approval, enters an Approval Order that is materially inconsistent with this Agreement, or if the Approval Order is set aside by an appeal, the Parties will meet and confer regarding whether the Parties will jointly: (i) seek reconsideration or appellate review of the relevant Order; (ii) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement; or (iii) do neither. If any reconsideration and/or appellate review is denied, unless otherwise expressly stated herein, the Lawsuits thereafter will proceed as if the parties had never reached a settlement or sought the Court's approval of a settlement.

iv. The term “***Effective Date***” shall be the later of 30 days after: (1) the date of the Court's entry of the Approval Order; (2) the time for an appeal has expired without the filing of any appeal; or (3) the final resolution of any appeal, writ, or challenge to the Settlement that has been lodged against the Court's approval of the Settlement. If the Effective Date does not occur, if the Court does not enter the Approval Order, or if this Settlement Agreement is otherwise nullified pursuant to its terms, this Settlement Agreement shall be null and void, and the agreements described herein shall be of no effect and inadmissible in this or any other action or proceeding. The Parties agree to waive all rights to appeal upon entry of the Approval Order unless expressly stated otherwise herein.

**b. Release of Claims**

i. In exchange for, and as a condition precedent to, receipt of a General Release Payment (as defined herein), Named Plaintiffs Cherale Willis, Sandy Colbert, Tiffaney Peacock, and Caral Taylor have signed the general release and waiver of claims which are attached to this Settlement Agreement as **Exhibit 3**. Upon signature, Named Plaintiffs Cherale Willis, Sandy Colbert, Tiffaney Peacock, and Caral Taylor shall be deemed to release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against GEICO, including parents, related or affiliated companies, subsidiaries, predecessors, successors, and/or divisions and each of their benefit plans, plan fiduciaries and/or administrators, shareholders, present and former officers, directors, employees, agents, attorneys, representatives, insurers, successors, and assigns (the “**Released Parties**”), whether in tort, contract, or for violation of any state or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**General Release**”). The General Release includes any unknown claims the Named Plaintiffs do not know or suspect to exist in their favor as of the Effective Date, which, if known by them, might have affected their settlement with, and release of, the Released Parties or might have affected their decision to agree to this Settlement or the General Release. In exchange for this General Release, the Settlement Administrator shall pay the Named Plaintiffs their General Release

Payments and their Settlement Payments from the Gross Settlement Fund, as defined below.

- ii. In exchange for, and as a condition precedent to, receipt of a Retaliation Claim Settlement Payment (as defined herein), Named Plaintiffs Christopher Rice and Amalia Benvenuti have signed the general release and waiver of claims, which expressly waives and releases their alleged claims for FLSA retaliation, which are attached to this Settlement Agreement as **Exhibit 4**. Named Plaintiffs Rice and Benvenuti agree to and shall be deemed to release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, including but not limited to the retaliation claims asserted by them in the Lawsuits, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law, as well as any claims covered by the General Release (the “***Retaliation Release***”). The Retaliation Release includes any unknown claims the Named Plaintiffs do not know or suspect to exist in their favor as of the Effective Date, which, if known by them, might have affected their settlement with, and release of, the Released Parties or might have affected their decision to agree to this Settlement or the Retaliation Release. In exchange for this Retaliation Release, the Settlement Administrator shall pay Named Plaintiffs Rice and Benvenuti Retaliation Claim Settlement



Payments and their Settlement Payments from the Gross Settlement Fund, as defined below.

- iii. In exchange for, and as a condition precedent to, receipt of Settlement Payments (as defined herein), the Named Plaintiffs and Opt-In Plaintiffs (as listed on **Exhibit 1** to the Settlement Agreement), on behalf of themselves and their heirs, representatives, successors, assigns, and attorneys, shall be deemed to fully and finally release and discharge the Released Parties from any and all suits, actions, causes of action, claims, or demands asserted in any of the Lawsuits or that could have been asserted in the Lawsuits, or that relate to or arise out of any facts alleged in any version of the complaints filed in the Lawsuits, from March 1, 2020, or from the date three years prior to the filing of their written consent to become a party plaintiff to the Lawsuits pursuant to 29 U.S.C. § 216(b), whichever is earlier, through the Effective Date. This release includes but is not limited to all claims for alleged unpaid overtime, regular, straight-time, or minimum wages; retaliation related to any complaint regarding participation in the Lawsuits that could have been asserted in any of the Lawsuits; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business and payroll records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including wages owed upon termination

of employment; contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement; liquidated or multiple damages, penalties, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims. (collectively, the "***Released Claims***"). The Named Plaintiffs and Opt-In Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the Released Claims. However, upon the Effective Date, and notwithstanding the execution or non-execution of releases, all Named Plaintiffs and Opt-In Plaintiffs shall be deemed to have, and by operation of this Agreement and the Approval Order, shall have fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts. Named Plaintiffs and Opt-In Plaintiffs forever shall be barred from accepting, joining, or instituting any lawsuit, class action, collective action, administrative claim, or other claim of any sort or nature whatsoever against the Released Parties, for the time periods specified herein, concerning, related to, or arising from any of the Released Claims. Nothing in this provision releases any claims that cannot be released as a matter of law, but this Section will be given the broadest possible interpretation allowable by law.

c. **Settlement Administration**

- i. ILYM Group, Inc. shall administer this Settlement (“***Settlement Administrator***”). Plaintiffs’ Counsel selected ILYM Group, Inc. Plaintiffs and their Counsel shall have the right to select or substitute a different Settlement Administrator, but that selection must be agreed to by Defendants. The Settlement Administrator shall be responsible for:
- (i) allocating the Net Settlement Amount among the Named Plaintiffs and Opt-In Plaintiffs pursuant to this Agreement;
  - (ii) reporting on the status of the administration of the Settlement to the Parties and providing the Parties necessary information;
  - (iii) conferring with Plaintiffs’ Counsel and Defendants’ Counsel to resolve any issues or disputes;
  - (iv) setting up, administering, and making payments from the QSF (as defined herein);
  - (v) advising GEICO of timing and amounts needed to fund the QSF;
  - (vi) distributing Settlement Payments to Named Plaintiffs and Opt-In Plaintiffs from the QSF;
  - (vii) withholding the Named Plaintiffs’ and Opt-In Plaintiffs’ share of income, payroll, and other taxes, remitting such funds to the appropriate taxing authorities, and completing any associated tax reporting and filing requirements;
  - (viii) determining the employer’s share of payroll taxes, communicating such amounts to GEICO, remitting and reporting the applicable portions of such payroll tax payments to the appropriate taxing authorities on a timely basis, and issuing the appropriate tax reporting documentation; and
  - (ix) performing such additional duties as the Parties mutually direct.

- ii. The costs of settlement administration are expected not to exceed \$14,137.50, will be paid out of the QSF and shall include all costs, including the Settlement Administrator's fee, necessary to administer the Settlement Agreement.
- iii. The actions of the Settlement Administrator shall be governed and limited by the terms of the Settlement Agreement. Plaintiffs' Counsel and Defendants' Counsel shall provide relevant information and guidance as needed by the Settlement Administrator in the performance of its duties and engage in related communications with the Settlement Administrator with notice and copies to one another, as appropriate, but without notice or copies to the Named Plaintiffs, Opt-In Plaintiffs, or the Court, unless requested by the Court. In the event that an issue arises that the Settlement Administrator must resolve that is not specifically addressed in the Settlement Agreement, or is ambiguously addressed, the Settlement Administrator shall confer with counsel for both of the Parties to resolve the question or issue.

**d. Gross Settlement Fund**

- i. The Parties agree to a definitive settlement of all matters and issues related to the Lawsuits for a maximum total aggregate settlement amount of \$900,000.00 (the "**Gross Settlement Fund**"). The Gross Settlement Fund includes all monies to be paid by Defendants in connection with the Settlement, including, without limitation, all General Release Payments, all Retaliation Claim Settlement Payments, all Settlement Payments, Plaintiffs' attorneys' fees and costs, all payroll taxes including employer-side payroll

taxes, and all costs including Administration Costs incurred by the Settlement Administrator in administering the Settlement. The amount remaining from the Gross Settlement Fund after subtracting all General Release Payments, all Retaliation Claim Settlement Payments, Plaintiffs' attorneys' fees and costs, all employer-side payroll taxes, and all Settlement Administration Costs will be referred to as the "***Net Settlement Fund.***"

- ii. Subject to the Court's approval, Defendants shall fund a Qualified Settlement Fund (the "***QSF***") with the entirety of the Gross Settlement Fund by transmitting the funds, either through a single payment or through multiple payments, no later than 30 days after the Effective Date. No later than three business days after the Effective Date, the Administrator shall provide to the Defense Counsel detailed instructions for transmitting the Gross Settlement Amount to the Administrator via FedEx delivery (by Defendant's company check(s)) and via bank-to-bank wire transfer. Defendant shall transmit the funds to the QSF using either method.
- iii. Subject to the Court's approval, the Settlement Administrator will pay Plaintiffs' Counsel any Fees and Costs (as defined herein) approved by the Court, withhold any administration costs owed to the Settlement Administrator in administering this Settlement, pay any General Release Payment in accordance with this Agreement, issue Retaliation Claim Settlement Payments to Plaintiffs Benvenuti and Rice, and issue a check to each Named Plaintiff and Opt-In Plaintiff for his or her Settlement Payment, subject to withholding, calculated in accordance with this Agreement.

- iv. No funds other than those described in this Settlement Agreement shall be added to or comingled with the QSF. In no event shall the Settlement Administrator withdraw, transfer, pledge, impair, or otherwise make use of the funds in the QSF except as expressly provided in this Settlement Agreement.
- v. The QSF will be an interest-bearing escrow account opened, administered and controlled by the Settlement Administrator. The account shall be opened and administered by the Settlement Administrator as a qualified settlement fund under Section 468B of the IRC and Treas. Reg. § 1.468B-1 *et seq.* While held in the QSF, the funds in the QSF shall accrue interest at the then-current rate of the interest-bearing Federal Deposit Insurance Corporation (the “**FDIC**”) insured checking account.
- vi. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Treas. Reg. § 1.468B-2(k)(3). Defendants shall be the “transferors” with respect to the QSF within the meaning of Treas. Reg. § 1.468B-1(d)(1). The Settlement Administrator shall provide to Defendants a properly completed and duly executed Internal Revenue Service (“**IRS**”) Form W-9 of the QSF prior to the deposit of the First Installment to the QSF. The Settlement Administrator shall cooperate in good faith and consistent with law as requested by Defendants in the making of any election with respect to the QSF, including a “relation-back election” pursuant to Treas. Reg. § 1.468B-1(j). Any remaining or residual money in

the QSF after distribution of the payments required by this Agreement shall remain the property of GEICO.

- vii. With respect to the QSF, the Settlement Administrator shall: (1) calculate, withhold, remit, and report each Named Plaintiff's and each Opt-In Plaintiff's share of applicable payroll taxes (including, without limitation, federal state and local income tax withholding, Federal Insurance Contributions Act ("*FICA*"), Medicare and any state or local employment taxes); (2) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF; and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to employer-side payroll taxes and taxes on the interest or other income earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and function as described in this Settlement Agreement, which such fees, costs, and expenses shall be treated as and included in the costs of administering the QSF.

e. **Timeline of Settlement Events**

- i. The Parties contemplate the following timeline for settlement events. Within twenty-one (21) days of the Court's order approving this Settlement, Defendants will provide the Settlement Administrator and Plaintiffs' Counsel with a secure, password protected list that shall contain all Named Plaintiff and Opt-in Plaintiffs' names, Social Security numbers, and the number of workweeks he or she worked in a position covered by the claims

in the Lawsuits from March 1, 2020, or from the date three years prior to the filing of his or her written consent to become a party plaintiff to the Lawsuits pursuant to 29 U.S.C. § 216(b), whichever is earlier, to the Effective Date, as reflected in its business records (the “**Database**”). The Settlement Administrator and Plaintiffs’ Counsel will keep the Database, and the information contained therein, confidential and will not use it for any purpose other than administration of this Settlement. Plaintiffs’ Counsel shall review the information provided by Defendants in the Database, and Plaintiffs’ Counsel may raise any issue regarding the accuracy of the information in the Database, including the number of workweeks worked by each respective Named and Opt-In Plaintiff until seven (7) days prior to the date that Defendants are set to fund the QSF. The Parties agree to work in good faith to resolve any dispute concerning the information provided in the Database. Plaintiffs’ Counsel also will provide mailing address information for each of the Opt-In Plaintiffs to the Settlement Administrator, and the last 4 digits of Social Security number (“**SSN**”) for any Opt-In Plaintiff provided to Plaintiffs’ counsel. Prior to sending any settlement checks, the Settlement Administrator shall produce a list to Plaintiffs’ Counsel and Defendants’ counsel of the Named Plaintiff and Opt-in Plaintiffs’ mailing addresses along with their settlement amounts based on the calculations conducted in accordance with Section D(f) of this Agreement and the other settlement amounts referenced in this Agreement (“**Settlement Distribution List**”). Plaintiffs’ Counsel shall approve the



Settlement Distribution List prior to the Settlement Administrator issuing any settlement payments.

- ii. Within fourteen (14) days after Defendants fund the QSF or within seven (7) days after Plaintiffs' Counsel approved the Settlement Distribution List (whichever is later), the Settlement Administrator shall mail: (i) to each Named Plaintiff and Opt-In Plaintiff, by first class mail to his or her address on the Settlement Distribution List, a check or checks representing the Settlement Payment from the Net Settlement Fund payable to each Named Plaintiff and Opt-In Plaintiff in the amount provided on the Settlement Distribution List; (ii) to each Named Plaintiff who signed a General Release prior to Approval, by first class mail to his or her address on the Settlement Distribution List, a check or checks representing the General Release Payment approved by the Court in the amount provided on the Settlement Distribution List; and (iii) to Plaintiffs Benvenuti and Rice who executed Retaliation Releases prior to Approval, by first class mail to his or her address on the Settlement Distribution List, a check or checks representing the Retaliation Claim Settlement Payment approved by the Court in the amount provided on the Settlement Distribution List.
- iii. The deadline for recipients to cash checks will be 120 days from the date the checks are issued by the Settlement Administrator, which will be communicated by the Settlement Administrator to the Parties. The Settlement Administrator shall also ensure that this deadline is communicated to Plaintiffs in writing along with the issued checks when

they are mailed to Plaintiffs. The Settlement Administrator may reissue and resend checks that remain uncashed, subject to deductions of any costs associated with the reissuance (including costs of canceling checks and processing a new check) at Plaintiffs' Counsel's request during the 120-day period and for good cause. Good cause shall include only errors made in the issuance of the settlement check preventing its negotiation, or a representation from an Opt-In Plaintiff that he or she did not receive his or her settlement check and shall not include checks that merely remain uncashed near the expiration of the 120-day period. If a new settlement check is reissued, the Opt-In Plaintiffs shall have an additional 30 days to cash their re-issued check. Settlement checks shall not re-issue more than once. No checks shall be reissued following the expiration of the initial 120-day period.

- iv. Within ten (10) calendar days after the deadline for recipients to cash settlement checks, the Settlement Administrator shall provide copies of all endorsed checks to the Parties that are then available, and shall promptly provide any outstanding copies of endorsed checks when subsequently available. Any funds remaining from uncashed settlement checks or otherwise shall remain the property of GEICO, and thereafter be returned by the Settlement Administrator to GEICO.

f. **Plan for Allocation of Net Settlement Fund Among Plaintiffs; Tax Treatment of Settlement Payments**

- i. The Settlement Administrator shall calculate the Net Settlement Fund by deducting from the Gross Settlement Fund the amounts approved by the

Court for General Release Payments for Named Plaintiffs, Retaliation Claim Settlement Payments for Benvenuti and Rice, Fees and Costs (as defined herein), all employer-side payroll taxes, and all Settlement Administration Costs owed to the Settlement Administrator for administering the Settlement. The Settlement Administrator shall allocate the Net Settlement Fund among all Plaintiffs, pursuant to a “points” formula as follows:

1. Named and Opt-in Plaintiffs shall be assigned one (1) point for each workweek he or she worked during the time periods described in Section D(e)(1). If any Named Plaintiffs or Opt-in Plaintiffs did not work any workweeks during the time periods covered by this Agreement, then those Named Plaintiffs or Opt-in Plaintiffs shall be assigned one (1) point, so that they will be provided a minimum settlement payment for the release of their claims in this action.
2. To calculate the portion of the Net Settlement Fund that shall be apportioned to each Named Plaintiff and Opt-In Plaintiff for his or her Settlement Payment, the Settlement Administrator shall: (i) determine the sum of the total number of points for all Opt-In Plaintiffs; (ii) divide the Net Settlement Fund by the sum calculated in subsection (i) of this provision to find the amount allocated to each point; and (iii) multiply the amount allocated to each point by the number of points assigned to each Named Plaintiff and Opt-In

Plaintiff to determine such Named Plaintiff's or Opt-In Plaintiff's  
***“Settlement Payment.”***

3. For income and payroll tax purposes, the Parties agree that 50% of the Settlement Payments shall be treated as interest, penalties, and non-wage recovery and shall not be subject to required withholdings and/or deductions and shall be reported as non-wage income as required by law and thus the Settlement Administrator shall not withhold any taxes from such portion of the Settlement Payment treated as interest, penalties, and non-wage recovery. The other 50% of the Settlement Payments shall be treated as wages subject to applicable tax withholdings.
4. The Settlement Administrator shall issue to each Named Plaintiff and Opt-In Plaintiff who receives and negotiates the Settlement Payment an IRS Form 1099 for the non-wage portion of the Settlement Payment and an IRS Form W-2 for the wage portion of the Settlement Payment. Other than the withholding and reporting requirements herein, the Named Plaintiffs and Opt-In Plaintiffs shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement.
5. The Settlement Administrator shall be responsible for deducting and withholding the employee's share of all required income, payroll, and other taxes and for remitting all necessary taxes and

withholdings to the appropriate governmental agencies. The Settlement Administrator shall determine the employer's share of payroll employment taxes on Settlement Payments to the Opt-In Plaintiffs and shall communicate such amounts to GEICO with a detailed explanation of the calculations. The Settlement Administrator shall thereafter remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis. The Settlement Administrator will issue the appropriate tax reporting documentation within the same tax year that the settlement is paid to the Named Plaintiffs and Opt-In Plaintiffs.

**g. Attorneys' Fees Awards and General Release Payments**

- i. Subject to the Court's approval Order, the Settlement Administrator shall electronically transfer \$520,500.00 to an account maintained by Plaintiffs' counsel by instructions by Plaintiff's counsel for reasonable attorneys' fees and costs from the Gross Settlement Fund (the "***Fees and Costs***"), or any such amount the Court directs or orders. GEICO shall not oppose Plaintiffs' Counsel's motion for such reasonable Fees and Costs as stated herein so long as it is consistent with applicable law. In the event that the Court declines to approve Fees and Costs, or reduces the Fees and Costs, the terms of Section D(k) shall apply. The Settlement Administrator shall cause an IRS Form 1099 to be issued to Plaintiffs' Counsel for the Court-approved amount.

- ii. The payment of the Fees and Costs awarded to Plaintiffs' Counsel shall constitute full and final satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs, expenses, or litigation expenses in the Lawsuits incurred by any attorney on behalf of Named and Opt-in Plaintiffs, and shall relieve Defendants, the Settlement Administrator, and Defendants' Counsel of any and all other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Named and Opt-in Plaintiffs. As an inducement to Defendants to enter into this Agreement, and as a material condition thereof, the Plaintiffs and Counsel for Plaintiffs hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for Fees and Costs arising from or relating to the individuals and matters identified in this Agreement. As a further inducement to Defendants to enter into this Agreement, and as a material condition thereof, the Plaintiffs and Plaintiffs' Counsel further understand and agree that the Fees and Costs made pursuant to this Agreement will be the full, final, and complete payment of all attorneys' fees and costs that are released, acquitted, or discharged under this Agreement. As further inducement to Defendants to enter into this Agreement, and as a material condition thereof, the Plaintiffs and Plaintiffs' Counsel warrant, represent, and covenant that they will not, nor will any of their employees, agents, or representatives of their firms, file any claims for attorneys' fees or costs, including, but not

limited to, bills of costs or requests for attorneys' fees, for any fees and/or costs arising out of this matter, and the Plaintiffs and Plaintiffs' Counsel hereby irrevocably and unconditionally release, acquit, and forever discharge the Released Parties of any liability for such fees and/or costs. Further, the Plaintiffs and Plaintiffs' Counsel represent and warrant that no attorney, other than Plaintiffs' Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with this matter, and that the terms of this Agreement shall fully satisfy any and all claims by any attorney arising out of or by virtue of or in connection with this matter.

- iii. Plaintiffs' Counsel will ask the Court to approve General Release Payments of \$5,000 each for Named Plaintiffs Cherae Willis, Sandy Colbert, Tiffany Peacock, and Caral Taylor in exchange for the consideration described in Section D(b)(i). The General Release Payments approved by the Court shall be paid from the QSR, in addition to the Settlement Payments, in the form of a check. All General Release Payments shall be treated as non-wage income and shall not be subject to required withholdings and deductions and shall be reported as non-wage income on an IRS Form 1099 as required by law. In the event that the Court declines to approve the General Release Payments, the terms of Section D(k) shall apply.
- iv. Plaintiffs' Counsel will ask the Court to approve Retaliation Claim Settlement Payments of \$20,000 each for Named Plaintiffs Christopher

Rice and Amalia Benvenuti in exchange for the consideration described in Section D(b)(ii). The Retaliation Claim Settlement Payments approved by the Court shall be paid from the QSR, in addition to the Settlement Payments, in the form of a check. All Retaliation Claim Settlement Payment shall be treated as non-wage income and shall not be subject to required withholdings and deductions and shall be reported as non-wage income on an IRS Form 1099 as required by law. In the event that the Court declines to approve the Retaliation Claim Settlement Payments, the terms of Section D(k) shall apply.

**h. Representations and Responsibilities of the Parties**

- i. The Parties shall perform all duties as stated in this Settlement Agreement.
- ii. Plaintiffs' Counsel represent that, as of the date the Settlement Agreement is executed, they do not represent any other current or former employees of Defendants who are planning to file claims against Defendants that are not covered by the Releases set forth herein.

**i. Undistributed Settlement Awards**

Named Plaintiffs and/or Opt-in Plaintiffs will have 120 days after the issuance of a check by the Settlement Administrator to cash that check, subject to the process described in Section D(e). In such an event, any Named Plaintiff or Opt-In Plaintiff whose check was not timely cashed will be deemed to have waived irrevocably any right or claim to his or her payment from the Net and/or Gross Settlement Fund, but the Settlement nevertheless will be binding upon the Named Plaintiff and/or Opt-In Plaintiff.

**j. Settlement Bar**



All Named Plaintiffs and Opt-In Plaintiffs will be bound by the Settlement and its release of all claims, and no Named Plaintiff or Opt-In Plaintiff will be entitled to pursue any relief separate from the Settlement Agreement. The Settlement Agreement is contingent upon the Court entering a settlement bar order that prohibits all Named Plaintiffs and all Opt-In Plaintiffs from bringing any claim released pursuant to Section D of this Agreement.

**k. Amendment or Modification**

If the Court fails to approve the General Release Payments or the Retaliation Claim Settlement Payments, then the Parties agree to re-negotiate the amounts allocated to the General Release Payments or the Retaliation Claim Settlement Payments in an amount not to exceed the limits set forth in Section D(g) of this Settlement. If the Court fails to approve the General Release Payments or the Retaliation Claim Settlement Payments but approves the Settlement Payments to Named Plaintiffs and Opt-In Plaintiffs set forth in Section D(f), the Named Plaintiffs shall still release any claims described in Section D(b)(iii). If the Court approves General Release Payments or Retaliation Claim Settlement Payments to some, but not all of the Named Plaintiffs, then only those Named Plaintiffs whose payments are approved in full shall release the additional claims contemplated in Sections D(b)(i). and/or D(b)(i), as applicable.

If the Court alters, fails to approve, or reduces, the Fees and Costs, it shall not be grounds for the Parties to terminate the Settlement Agreement. The Named Plaintiffs and Plaintiffs' Counsel, in their sole discretion, may file a motion for reconsideration or may appeal the Court's decision, but such motion or appeal shall be limited to the portion of the Court's decision regarding Fees and Costs. GEICO shall not oppose any such motion for reconsideration or appeal of any such decision so long as they are consistent with applicable law. The result of any motion for reconsideration or appeal shall not be grounds to terminate the Settlement Agreement. If the Court

alters or fails to approve any other aspect of the Settlement Agreement not explicitly mentioned in this Section D(k), GEICO in its sole discretion shall have the ability to void the Settlement in its entirety by providing written notice to Plaintiffs' Counsel within 7 days of the order excluding any material terms.

**l. Entire Agreement**

This Settlement Agreement and any Exhibits constitute the entire agreement among these Parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous negotiations, agreements, understandings, representations, and statements, whether oral or written and whether by one of the Parties or such Parties' legal counsel, shall not be made a part of this Settlement Agreement. To this end, this Settlement expressly supersedes and replaces the Parties' Memorandum of Understanding. No rights hereunder may be waived or modified except in a writing signed by all Parties and approved by the Court.

**m. Authorization to Enter into Settlement Agreement**

Counsel for all Parties warrant and represent they are expressly authorized by the Parties who they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement(s).

**n. Binding on Successors and Assigns**

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

**o. No Prior Assignments**

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement.

**p. Maryland Law Governs**

All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of Maryland, the location of GEICO's headquarters.

**q. Counterparts**

This Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. Electronic signatures and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

**r. Fair, Adequate and Reasonable Settlement**

The Parties warrant and represent they have conducted a thorough investigation of the facts and allegations in the Lawsuits. The Parties further represent and warrant that they believe this Settlement Agreement represents a fair, adequate and reasonable Settlement of these actions and that they have arrived at this Settlement Agreement through extensive arms-length negotiations, and have considered all relevant factors, both present and potential.

**s. Retention of Jurisdiction**

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement, and all Parties submit to the jurisdiction of the Court for purposes of

implementing and enforcing the terms of this Settlement Agreement. Any claim concerning enforcement of the Settlement Agreement, or the subject matter hereof after execution, will be resolved solely and exclusively by the U.S. District Court for the Middle District of Georgia.

**t. Cooperation and Drafting**

Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement, Plaintiffs' Counsel shall, with the assistance and cooperation of the Defendants and Defendants' counsel, take all necessary steps to secure the Court's approval of this Settlement.

Should the Court not approve the Settlement Agreement, not enter the Approval Order, or if GEICO declares the Settlement Agreement null and void pursuant to an applicable provision of the Settlement Agreement, the terms of this Settlement Agreement will be null and void, the Parties will retain all rights and defenses in the Lawsuit, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Lawsuit, unless otherwise produce during the course of the Lawsuit, will be inadmissible.

**u. Invalidity of Any Provision**

Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

**v. Circular 230 Disclaimer**

Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

**w. Confidentiality**

The Parties (*i.e.*, the Named Plaintiffs, Plaintiffs' counsel, and Defendants' counsel) agree that prior to the public court docket filing of the motion for settlement approval, they will keep all terms of the Settlement strictly confidential. The Parties agree that they shall not issue any press

release or make any public statements or representations about the Settlement other than to obtain Court approval and to effectuate the terms of the Settlement. Plaintiffs' counsel agrees not to identify GEICO or to refer to the Settlement in any way in any website, blog, article, or social media. At all times, including after the filing of the motion for settlement approval, Named Plaintiffs and Plaintiffs' counsel agree not to disparage GEICO. This confidentiality and non-disparagement provision is a material provision of the Settlement, and any breach of this provision constitutes a breach of the Settlement Agreement, entitling GEICO to sue for an injunction, damages, or any other appropriate relief.

**x. Interdependence of Monetary and Non-Monetary Terms**

All terms of this Agreement are conditional upon, interdependent with, and inextricably intertwined with each other. In other words, there can never be a settlement until there is an agreement as to each and every material term, and all material terms are interrelated and dependent upon one another, including but not limited to all terms of monetary relief and non-monetary relief.

**y. Dismissal**

Following Approval of this Settlement and the Settlement Agreement by the Court, the Parties shall work together to take all appropriate actions to dismiss the Lawsuits subject to the Settlement Agreement with prejudice.

**z. Notice to the Parties**

Unless otherwise stated herein, any notice to the Parties required or provided for under this Settlement Agreement will be in writing and may be sent by electronic mail, hand delivery, or U.S. mail, postage prepaid, as follows:

If to Plaintiffs' Counsel:

If to Defendants' Counsel:

David Garrison  
**BARRETT JOHNSTON MARTIN &  
GARRISON, PLLC**  
200 31<sup>st</sup> Ave North  
Nashville, Tennessee 37203  
Email: [dgarrison@barrettjohnston.com](mailto:dgarrison@barrettjohnston.com)

Gerald L. Maatman, Jr.  
**DUANE MORRIS LLP**  
190 South LaSalle St., Suite 3700  
Chicago, Illinois 60603  
Email: [gmaatman@duanemorris.com](mailto:gmaatman@duanemorris.com)

*[signature pages follow]*

DATED: 12/21/2025, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

By: Amalia Benvenuti

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

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

DATED: \_\_\_\_\_, 2025

PLAINTIFFS' COUNSEL

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

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

Signed by:  
By: Christopher B. Trumpower

Its: Director and Assistant GC, Corporate Litigation



DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

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

DATED: 12/22/2025, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

By: 

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

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

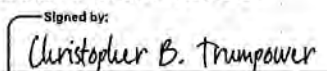
DATED: \_\_\_\_\_, 2025

PLAINTIFFS' COUNSEL

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

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

By: 

Its: Director and Assistant GC, Corporate Litigation

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

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

DATED: 12/20/2025, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

By: *Sandy Colbert*

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

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

DATED: \_\_\_\_\_, 2025

PLAINTIFFS' COUNSEL

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

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

Signed by:  
By: *Christopher B. Trumpower*

Its: Director and Assistant GC, Corporate Litigation

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

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

DATED: 12/22/2025, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

By: 

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

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

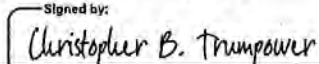
DATED: \_\_\_\_\_, 2025

PLAINTIFFS' COUNSEL

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

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

By: 

Its: Director and Assistant GC, Corporate Litigation

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

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

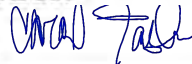
DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

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

DATED: 12/19/2025, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

By: 

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

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

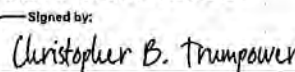
DATED: \_\_\_\_\_, 2025

PLAINTIFFS' COUNSEL

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

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

By: 

Its: AE3C7G1028D0420  
Director and Assistant GC, Corporate Litigation

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

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

DATED: 12/19/2025, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

By: 

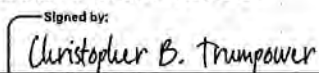
DATED: \_\_\_\_\_, 2025

PLAINTIFFS' COUNSEL

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

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

Signed by:  
By: 

Its: AE3C7G1028D0420  
Director and Assistant GC, Corporate Litigation



DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF AMALIA  
BENVENUTTI

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CHERALE  
WILLIS

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF SANDY  
COLBERT

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF TIFFANEY  
PEACOCK

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF CARAL  
TAYLOR

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

DATED: \_\_\_\_\_, 2025

NAMED AND OPT-IN PLAINTIFF  
CHRISTOPHER RICE

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

DATED: 12/22/2025, 2025

PLAINTIFFS' COUNSEL

By: LG: W. B.

DATED: 12/19/2025, 2025

GOVERNMENT EMPLOYEES INSURANCE  
COMPANY d/b/a GEICO

Signed by:  
By: Christopher B. Trumpower

Its: Director and Assistant GC, Corporate Litigation

DATED: 12/19/2025, 2025

GEICO GENERAL INSURANCE COMPANY

Signed by:  
By: Christopher B. Trumpower  
Its: AE3C7C1026D042D...  
Director and Assistant GC, Corporate Litigation

DATED: Dec. 19, 2025

DEFENDANTS' COUNSEL

By: John J. Martel

# EXHIBIT 1



**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1	Amalia		Benvenuto
2	Judith		Adams
3	Miyata		Harris (Finley)
4	Rissiah		Johnson (Sanders)
5	Karianne		Lawrence
6	Ashley		Johnson
7	Jessica		Burbank
8	Caral		Taylor
9	Ashley	N.	Adams
10	Mark		Alvarez
11	Catelyn		Brooks
12	Tyler		Cavender
13	Mistey	M.	Coldwell
14	Jacquetta		Johnson
15	Stephanie		Logan
16	Amber		Martin
17	Jeshanah		Martinez
18	Sandilyn		Maynard
19	Tina		Minter (Foster)
20	William		Montgomery
21	Yameseia		Solomon
22	Brittany	Tracey	Taylor
23	Briana	D.	Trower
24	Sarah		Turner
25	Jamesia		Williams
26	Shalise		Williams
27	Deaundra	S.	Bonner
28	Olympian		Brezial
29	Tyesha		Brown
30	Dominique		Coles
31	Alice	J.	Davis
32	Erica		Gadison
33	Toshi		Glover
34	Victoria	Ann	Johnson
35	Megan		Keown
36	Latie		King
37	Diana		Leflore
38	Sheree	Alexandria	Long
39	Veronica	S.	McCoy
40	LaShonda		Orange
41	Shun'kia		Turner

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
42	Seante		Underwood (Brooks)
43	Haley	Kent	Walls
44	Deja		Williams
45	Antishia		Wright
46	Sylvia		Childress
47	Ashley		Deloach
48	Shandreka		Dixon
49	Devay		Fluellyn
50	Alissa		Fowler Podskoc
51	Leroy		Frazier
52	Christian		Gray
53	Shayla		Hicks
54	Jasmine		Hicks
55	Lusandria		Johnson
56	Christoria	A.	Lockett
57	Eddie	Lee	Locklear-Mungin
58	Shanika		Martin
59	Matthew		Trevitt
60	De'Erica		Vaughn
61	Kashia		Ward
62	Khadijah		Webb
63	Angela	Renee	Williams
64	Tia		Williams
65	Jalen		Askew
66	La'Maya		Basby
67	Sara		Brearley
68	Elizabeth	S.	Brown
69	Renalda		Capers
70	Breonn		Carter
71	Ke'Ana		Duran
72	Adia		Ford
73	Destinee		Heath-Gober
74	Brittaney		Ketcham
75	Sophia		Knight
76	Thomas		Kraemer
77	Jermiah		McGhee
78	Jasmine	Leigh	Raiford
79	Katrecia		Stephens
80	Shenyca		Walker
81	Jymira		Warren

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
82	Chakiyah	Andrea	Wesley
83	Cheala		White
84	Supporria		Yates
85	Atiya		Abdullah
86	Monica		Breen
87	Ernestine		Burley
88	Da'keesha		Burnett
89	Shemeki		Callaway
90	Trevor		Chastain
91	Jessica		Faulks
92	QuNisha	TyShaonia	Harris (Davis)
93	Shane		Jones
94	Jasmine	Devaughn	Kendall
95	Manasseh		McGee
96	Jessica		Molina
97	Armani		Odom
98	Jalesia		Rogers
99	Demetrius		Stephens
100	Kira	Cheyenne	Thompson
101	Ymani		Wade
102	Danelle		Wilson
103	Lekeida		Brown
104	Alexius		Burney
105	Christy		Clay
106	Myaa		Earley
107	Sean		Graupner
108	Jaclyn		Hair
109	Latoyia		Hawkins
110	Shanele		Justice
111	Khadjah		Miller
112	Mahogany		Miller
113	Samantha		Muller
114	Ayanna		Perks
115	Laquita	Lashawn	Randolph
116	Haley		Roamine
117	Victoria		Vana (Jordan)
118	Tiffany		Wickman
119	Shirlee		Wilhoit
120	Cherhonda		Blue
121	Zachery		Clearwater

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
122	LaShanda		Collins
123	Shauntae		Ellison (Brown)
124	Takeira		Holden
125	Kendra		Horton
126	Tamika		Jackson
127	Alyssa		Jernigan
128	Collean		Johnson Andrews
129	Yulonda		Meridy
130	Teshana		Page
131	Lisa		Peterson
132	Patricia		Pique
133	Kimberly		Rawls
134	LaRoyal		Rolle
135	Kierra		Turientine
136	Kayla	T.	Washington
137	Shauna		Woodard
138	Remy	Martel	Young
139	Frances		Cherie Giles
140	Angelina		Cooks (Dye)
141	Demica		Dishmond-Zongo
142	Alicia		Edwards
143	Kyona		Graham
144	Amanda		Hilton
145	Tekoysha		Howell
146	Oluwaseyi		Iheagwam
147	Nicoria		Leaks
148	Courtney		Lumpkin
149	Lincy	Alexandra	Miller
150	Thomas		Oddo
151	Dontashia	Nichelle	Smith
152	Courtney		Smith
153	Brittany		Standifer
154	Paul		Strong
155	Joanna		Tedder
156	Shalana		Thompson
157	Ayonna		Thurman
158	Tashee	Estella	Walters
159	Tahlor		Bankston-Hadley
160	Samitra		Carroll
161	Cara		Floyd

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
162	Antonio		Foreman
163	Jermani	DiAvion	Green
164	Jennifer		Hardnett
165	Curtis		Hill
166	Deandra		Hornesby
167	Sierra		Howard
168	Mary Lee		Irby
169	Alicia		Johnson
170	Tijami		King
171	Jennifer		Meeks (Jennings)
172	Jamia	Lacinda	Ragins
173	Marcus		Shannon
174	Hayley		Smith
175	Kimberly		Stanley
176	Maya		Thomas
177	Shameka		Thomas
178	Devin		Walker
179	Stacey		Day
180	Liesha		Alvarez
181	Ameka		Davis
182	Trisha		Flournoy (Hammock)
183	Claudia		Gentry
184	Broderick		Grantling
185	Shar-Day	J.	Graveley
186	Terence		Gray
187	Bliss		Harden
188	Bacari	Javier	Harris
189	Rusanna		Hollowell
190	Jandra		Hudson
191	Canyon		King
192	Raina		Lane
193	Tianna		McClinton-El
194	Erica	M.	Moses
195	Chaundrella		Palmer
196	Frank		Parks
197	Brandi	Rachell	Patterson
198	Cal	A.	Roberts
199	Zaria		Battle
200	James	A.	Butler
201	Tammy		Carter

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
202	Dawn		Clark
203	Barbara		Crawford
204	Tynisha		Duhart
205	Kiana		Harvey
206	De'Zhane	Sh'Rai	James
207	Cassandra		Jones
208	Audrey		Lawson
209	Courtney	R.	Maxwell
210	Tionne		Mclendon
211	Laquambia		Nash
212	Reniesha		Payne
213	Dwayne	Maurice	Pennyman
214	Latia		Rogers
215	Aja	Vania	Smart
216	Lenora		Spearman (Jones)
217	Monica		Streat
218	Tamberia		Brezial
219	Sharron		Carpenter
220	Ayla		Elder
221	Tanyeka		Graham-Bell
222	Manika		Hall
223	Raven	D.	Jackson
224	ShaTracie		Johnson
225	Amanda		Kitchens
226	Lydia		Knowles
227	Shira	Rashun	Lawrence
228	Russell		Long
229	Tori		Singletary
230	Robert		Small
231	Jason	Antonio	Smith
232	Amelec		Soto
233	Asya		Walton
234	Horatio	J.	Williams
235	Keiwana	S.	Williams
236	Kiondra		Anderson
237	Kimberly	M.	Bolden
238	Caryn		Bryant
239	Gregory		Clark
240	Robyn		Gilbert
241	Kenya		Gray-Browner

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
242	Gemahl	K.	Griffin
243	Katreesa		Harris Wheeler
244	Andrea	G.	McLendon
245	DeVona		Perry
246	Briell		Salmond
247	Jerneko		Taylor
248	Connie	Lanier	Walker
249	Shemeka	S.	Wallace
250	Lakimberlee		Crawford
251	Prenecia		Allen
252	LaJuan		Clay
253	Ronald		Garrett
254	Britney		Head
255	Heather		Hightower
256	William		Hulon
257	Jennifer		Jones
258	James		Keown
259	Jacquelyn		LeBlanc
260	Jonathan	C.	McKellar
261	Ashley		Patchen
262	Mercedez		Roquemore
263	Faizah		Tonth
264	Jessica		Chambers
265	Chelsie		Holmes
266	Austin		Lewis
267	Ebony		Williams
268	Shashawna		Wyatt
269	Reshanda		Rushin
270	Jace	Russell	Ryals
271	Dominique		Jones
272	Kasia	Denise	Robinson
273	Lesley		Thurman
274	Ebony	Charice	Woolery
275	Brandi		King
276	Destiny		Dykes
277	Elizabeth		Gibson
278	Kaitlyn	M.	Johnson
279	Tynaejha		Johnson
280	Linda	F.	Keaton
281	Shenequa		Smith

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
282	Gena		Tripp
283	Vincent		Wright
284	Meketa		Deans
285	Savannah		Glover
286	Jessica		Mason
287	Donald	J.	Storbeck
288	Tara	Devi	Lawton
289	Nigel		Lindsey
290	Nyasia		Watkins
291	Saquana		Brooks
292	Peyton		Isaac
293	Denise		Murphy
294	Melisa		Roseme
295	Sharria		Towns
296	Shadai		Mccaskell
297	Sheena		Poole-Flowers
298	Charbrielle	Lashone	Smith
299	Maurice	J.	Atkinson
300	Jennifer		Barnes (Smith)
301	Rebecca		Bingham
302	Krystal		Borders
303	Dylan		Browning
304	Ivannah		Campbell
305	Choice		Carter
306	Cephus	S.	Chapman
307	Candice		Collins
308	Juanita		Eaddy
309	Elesia		Edwards
310	Heather	Beatrice	Elftman
311	April		Fitch-Dixon
312	Jena		Williams (Forrester)
313	Ashley	R.	Foster
314	Jhamira		Holmes
315	Nysheeka		Hosely
316	Kamerel		Kendrick
317	Tiffany	Marie	Lacy
318	Zemi		Lester
319	Sandra		Mays
320	Michael		McDonald
321	Michelle		Moses



**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
322	Shevis		Perry
323	Jennifer		Ray
324	Paulanne		Roberson
325	Kimberly		Robinson
326	Sherry		Robinson
327	Sylvia	Ann	Ross
328	Amanda		Sanner
329	Jasmine		Stewart
330	Heather	H.	Voiselle
331	Rodshay		Watson
332	Melissa		Kelley
333	Jesse	T.	Smith
334	Herbert		Ball
335	Leslie	M.	Brooks
336	Quinneisha		Brooks
337	Stephanie	Renee	Brownlee
338	Jane		Bryant
339	Ataya	Shandral	Colbert
340	Nala		Daniel
341	Jasmine		Denson
342	Michelle		Duncan
343	Roshanda		Parrish (also Freeman-Parrish)
344	Chelsey		Hoskins
345	Alonzo		Howell
346	Tyronzala		Ivey
347	Joe	Thomas	Lee
348	Destiny	Alesia	Lindsey
349	Alexia		Smith
350	Thomas	Wayne	Sullivan
351	Douglas		Taylor
352	TaKaja	T.	Webb
353	Brittney		Werden (Collier)
354	Deidre		Wilson
355	Faith	Nicole	Andrews
356	Sharon		Griffin
357	Cameron		Hardwick
358	Carenza	M.	Poole
359	KeAundria		Smith
360	Katrina		Ashley
361	Lacasta		Wimberly

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
362	Conkethia	Melissa	Barkley
363	Brian		Gray
364	Tiffany		Lewis
365	Akisha	D.	Rolle
366	Deandra		Reio
367	Tamara		Smith
368	Arthea		Watts
369	Brittany	Danielle	Williams
370	Tiney	Chanel	Roundtree
371	Bria		Grayer
372	Tyla		Hoskins
373	Jakerria	Janae	Pitts
374	Sandy		Colbert
375	Hailey		Barnhart
376	Ciera	L.	Chappell
377	Tara	Michella	Davis
378	Heidi		Paulsen
379	Amber		Weeks
380	Chanteria		Davis
381	Surarra		Smith
382	Alexander		Wilcox
383	Samanthia		Brantley
384	Adonis	L.	Davis
385	Crystal	Hope	Fountain
386	Jasmine		Lewis
387	Abigail		Bialek
388	James		Etheridge
389	Tanaya	C.	Moore
390	Jonathan	S.	Morrow
391	Shawana	Cherice	Williams
392	Sandra	Kelley	McKinnes
393	Dazha		Murphy
394	Alexis		Stephens
395	Serena		DeFore (Cain)
396	April		Hebert
397	Janelle		Ndonyi
398	Edythe		Stevens
399	Sharene	D.	Wright
400	Courtney	Renae	Simmons
401	Garrett		Williams

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
402	Zondrea		Jones
403	Ronny		Eason
404	Shereka		Holloway
405	Debra		Rose
406	Tamaria		Watkins
407	Cassandra		Campbell
408	ToyNishya		Curry
409	Manika		Warren
410	Felicia		Earthly
411	John	A.	Hermanns
412	Vince		James
413	Tiffaney		Peacock
414	Sharee		Anderson
415	Sharita		Jenkins
416	Dante		Soto
417	Jaime	L.	Aliotta
418	Ricardo		Magana
419	Quantesha		McCoy
420	Marian	S.	Wallace
421	Niesha	J.	Wimberly
422	Cynthia		Anderson
423	Yvonne		Eley
424	Monica		English-Laster
425	Robin		Eugene
426	Keneshia	M.	Gordon
427	Ashia		Ingraham
428	Rishlene	Meria	Johnson
429	Sheniece	Shandral	Redding
430	Jessica		Welch
431	Jhalesa	Shantae	Williams
432	Cherale		Willis
433	Courtney	Darnell	Mann
434	Maribel		Crespo
435	Catherine		Breitenhirt
436	Ayesha		Head
437	Rodney		Cox
438	Trelma		Pleas
439	Colburn		Shelton
440	Jennetta		White
441	Raven		Patterson

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
442	Carol	E.	Hollis
443	Necrissa		Scott
444	Amanda		Macklin
445	Meghann		Jones
446	Michelle		Brooks
447	Autumn		Eady
448	China	J.	Edgar
449	Melody		Hamm
450	Melony		Hawthorne
451	Casey		Huntsinger
452	Asia		Nash
453	Billie		O'Britis
454	Sabrina		Reeves
455	Bennishe		Carlton
456	Jamon		Bembry-Marshall
457	Erica		Bentley
458	Tritney		Coleman
459	Ja'Lan		Justice
460	Roger	C.	Aaron
461	Tracie		Cain
462	Belinda		Coleman
463	Tameisha	Nicole	Cross
464	LaDaria	Chantal	Height-Jones
465	Brenda	J.	Howard
466	Sue	Ann	Howard
467	Amanda		Moreland
468	Jazmine		Plummer
469	Shashena		Solomon
470	Jourdon	N.	Veal
471	Shanita		Little
472	Emily		Valentine
473	Adam		Kenawell
474	Cheyenne		Cosby
475	Nicholas		Durden
476	Angelia		Hoomes
477	Justin		Daniels
478	Courtlynne		Brown
479	Janel		Mathis
480	Joseph		Hirsh
481	Matthew		Samuels

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
482	Jalissa		Brown
483	Mequanita		Battle
484	Myeshia		Hardee
485	Andre		Bonds
486	Jayleen		Brens
487	Latashia		Colbert
488	LaKeita		Davis
489	Randy		Goss
490	Audrie	Ann	Green
491	Tanisha		Green
492	Samuel		Hugley III
493	Allicia		Huston
494	Gabriel		Jackson
495	Kanei		Johnson
496	Tiffany		Marshall
497	Aneikque		Martin
498	Brianna		Mathis
499	Destiny		Perine
500	Alexandra		Richemond
501	Dalena		Sondermann
502	Ya-Kyra		Spells
503	Dustin	Kent	White
504	Alexis		Whitlock
505	Courtney		Wilson
506	Natassia		Bennett-Hutchinson
507	Ashantia		Brown
508	Shanice		Davy
509	Lamarla		Fletcher
510	Naikeisha		Forde
511	Tysheka		Gaffney
512	Shenita		Grayer
513	Keirra		Haley
514	Keturah		Hannah
515	Keon		Hogan
516	Latia		Johnson
517	Ricardo	Jose	Lenard Jr.
518	Amanda	G.	Long
519	Okeabria		Mangham
520	Alexis		Maples
521	Charity		Miller

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
522	Gillian		Molina
523	Tobie		Moon
524	Uchechukwu		Onungwa
525	Cheyenne		Register
526	Taylor		Robinson
527	Ryan		Rochford
528	Natalie		Smith
529	Marquita		Stanley
530	Chadriuna		Wright
531	William	Douglas	Barnes III
532	Dominique		Boyd-Miles
533	Akebba		Bradshaw
534	Crystall		Brown
535	Sarah		Brown
536	Jarmika		Brown
537	Anna		Buchanan
538	Makiethia		Carr
539	Ashley		Evans
540	Asia		Fambro
541	Crystal		Gaston
542	Jasmine		Hailstock
543	Jayla		Harris
544	Ashley	D.	Hernandez
545	Stephen	A.	Jackson
546	Laurie		Jarmillo
547	Da'Ja		Little
548	Tremaine		Rhynes
549	Erica		Simmons
550	Justina		Twitty
551	Erica		Vinson
552	Alexander	C.	Waight
553	Vincent		Washington
554	Demetria		Williams
555	Crystal		Williams-Dawsey
556	Zachary		Webb
557	Sydney		Atherly
558	Symauria		Cole
559	Shakira		Coleman
560	Kimberly		Davis
561	LaTorya		Graham

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
562	Breshana		Harvey
563	Christopher	William	Hoffman
564	Taylor		Howard
565	Patricia		Johnson
566	Alysha	Y.	Jones
567	Quintionna		Jones
568	Aja		Melzar
569	Karen		Mullens
570	Tavares	J.	Nolton
571	Tatianna		Perea
572	Alexander		Pijanowski
573	Tresor		Smith-Warren
574	Chavonne		Tabon
575	Lashay		Thomas
576	Meaghan		Thorn
577	Tam'Mesha		Troutman
578	Michelle		Whitlock
579	Demaria		Williams
580	Octavia		Williams-Jackson
581	Jameica		Wilson
582	Toshiba		Woolfolk
583	Skykeria		Wright
584	Nykearra		Brown
585	Sharvie	C.	Coats
586	Jalisa	S.	Davis
587	Keilambria		Ellis
588	Carlissa		George
589	Brandon		Hamrysak
590	Laticia		Harrison
591	Eric		Heming
592	Leah		Hinton
593	Jekayla		Hutchinson
594	Shiloh		Johns
595	Ja'Nice	A.	Johnson
596	Kadijah		Jones
597	Santoria		McDowell
598	Wykia		McElroy
599	Courtney		Miller
600	Sonya		Pierce
601	Michaela		Reaves

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
602	Elaina		Robinson
603	Shameika		Ross
604	Amber		Ross
605	Shamecia		Simmons
606	Quanesha		Stephens
607	Zaria		Strobridge
608	Antionette		Sweet
609	Amari		Taylor
610	Margeaux		Thomas
611	Sydney		Thompson
612	Felisha		Watkins
613	Kimberly		Willis
614	Arica		Willis
615	Kimberly		Wright
616	Gaylecia		Baldwin
617	Raven		Brand
618	Katayia		Brown
619	Jaliscia		Burns
620	Brionna		Bynum
621	Kyara		Chalk
622	Mya		Coon
623	Tunga		Crudup
624	Taneshia		Davis
625	Shakaria		Dawson
626	Skylar		Dunn
627	Elizabeth		Epps
628	Antonio		Farms
629	Joshua		Firth
630	Jazmine		Frazier
631	Briana		Henderson
632	Jelisia		James
633	Dominique		King
634	Jerkesia		Meadows
635	Quincy		Money
636	Denisee		Pettigrew
637	Megan		Pirri
638	Tatyana	H.	Simmonds
639	Shanika		Smith
640	Tiffany		Solomon
641	Thomas		Spencer



**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
642	Iran	Aracely	Vera
643	Mikedriana		Walker
644	Brandon		Willis
645	Kayla		Wimberly
646	Roxanne		Cook
647	Raven		Crawford
648	Donna		Davis
649	Becky	Guadalupe	Delgado
650	Michele		ErinWilliams
651	Teresa		Fields
652	Nikki		Gooden
653	Aisha		Heard
654	Tayzere		Hogan
655	Shakee	Smith	Huntington
656	Lindsey		Jones
657	Brittani		Kendrick
658	Vuntina		Ketchup
659	Alexis		Knight
660	Katelyn		Maines
661	Amber		Mann
662	Caylyn		McCoy
663	Jasmine		Moore
664	Belinda		Owens
665	Chelsea	L.	Owens
666	Paula	Fossett	Platt
667	LaPorshia		Rhodes
668	Tyra		Sapp
669	Trainisha		Smith
670	Cenitra		Stevenson
671	Damiena		Vance
672	Brandon		White
673	Myia		Wilder
674	Chantel		Williams
675	Eudine		Abdola
676	Jennilee		Castrovillari
677	Kaley		Christy
678	Euarina		Clay
679	Dendree		Cox
680	Deshon		curry
681	Katanga		Curry

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
682	Nichole		Davis
683	Asia		Davison
684	Dominikue		Devero
685	Savana		Dubbert
686	Aysha		Farrow
687	Cathy		Feliz
688	Teiarra		Fondren
689	Caitie		Fowler
690	Tatiana		Hall
691	Makiah		Jefferson
692	Bernadette		Johnson
693	Shalonda		Johnson
694	Asia		Morgan
695	Roy		Morgan
696	Airielle		Newton
697	Alison		Pardue
698	Ashley		Patterson
699	Monique		Pearson
700	Breanna		Pitts
701	Christopher		Reed
702	Makayia		Rollins
703	Lonnie	T.	Sanders
704	Dmetria		Scott
705	Michael		Smith
706	Shiketa		Smith
707	Demetria		Tukes
708	Aquiana		Waters
709	Keona		Adams
710	Cynthia		Bonner
711	Kenbretta		Brown
712	Danielle		Bruntjen
713	Janyla		Collins
714	Jamecia	Nataye	Davis
715	Helena		Dinkins
716	Breanna		Fossett
717	Breonna		Gresham
718	Diamond		Hipol
719	QuaNesha		Jackson
720	Jordenn		Jones
721	Brandon		Kilgore

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
722	Breanna		Pedersen (Lane)
723	DaSzanice	S.	Martin
724	Charissa		Oliver
725	Yiesha		Passmore
726	Tymahlya		Smith
727	Shaubreca		Swint
728	Breona		Thomas
729	Ava		Thompson
730	Nichole	Barbara	Thompson
731	Akeysha		Tripp
732	Keianna		Waller
733	Quantesa		Watson
734	Shazaria		Williams
735	Kadeja		Wright
736	Joseph		Arnold
737	Briana		Bivens
738	Hanna		Bragg
739	Andrea		Davis
740	Charlisa		Dean
741	Monissa		Denis
742	Lila		Ghaly
743	Coumba		Hughley
744	Kiana		Jackson
745	Nekira	M.	Jackson
746	Schyler		Johnson
747	Vanessa		Jolly
748	Jivan		Massey
749	Jaila		Mathis
750	Shanecia		Merriweather
751	Deshana		Reeves
752	Melissa		Scarborough
753	Kristen	A.	Stripling
754	Julienne		Talent
755	Jahla		Tharpe
756	Amelia	Douglas	Thomas
757	Ebony		Thomas
758	Teaira	F.	Thompson
759	Shelley		Webb
760	Ashley		Ansley
761	Brittany		Ates

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
762	Tracie	E.	Baker
763	Porscha		Barron
764	Peyton		Baskerville
765	Mentor	L.	Berry
766	Lashondreia		Bloodworth
767	Crystal		Chase
768	Keyausha		Dulin
769	Shauntavia		Durham
770	Matthew		Elburn
771	Victoria		Ellison
772	Jasmine		Foster
773	Nya		Greene
774	Tyshara		Harris
775	Bridgitt		Knight
776	Nia		Lewis
777	Jalis		Lewis
778	Kybriana		Madison
779	Cotella		Mccrorey
780	Dayja		Moody
781	Tiesha		Moore
782	Shikera		Payne
783	Chailyn		Rainey
784	Porschea		Sims
785	Kinisha		Talton
786	Kali	Rose	Thomas
787	Stephanie		Thompson
788	Iva		Watkins
789	DeAshia		Watson
790	Nycresia		Whitaker
791	Cynteia		Williams
792	Shambrika		Williams
793	Rachel		Wilson
794	Nova		Blackmon
795	Lashonda		Brinkley
796	Yicureia		Carswell
797	Courtney		Colemond
798	Shecaniah		Copeland
799	Chelsie		Deese
800	Jasmine		Gray
801	Brianca		Harden

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
802	Margaret	E.	Hatfield
803	Alicia		Henton
804	Sharita	D.	Jenkins
805	Michelle	Smith	Johnson
806	Tarhea		Johnson
807	Jalia		Lewis
808	Dalise		Linton
809	Destiney		McElroy
810	Larry		Neal
811	Morgan		Nelson
812	Jessica		Piro
813	Danyun		Respress
814	Bethany		Rountree
815	Raven		Shannon
816	LaSharndra		Slaughter
817	Hynekia		Smith
818	Taylor		Statham
819	Akitalynn		Stephens
820	Pilar		Stephens
821	Keith		Ulmer
822	Breanna		Williams
823	Katrica		Adams
824	Raishun		Anderson
825	Zoya		Ashley
826	Quentoria		Barnes
827	Ralinda		Cleveland
828	Misty	Lyn	Coates Hill
829	Jasmine		Collins
830	Jameesha		Cureton
831	Emmanuel		Devereux
832	Destiny		Edwards
833	Jai-Nadja		Ellington
834	Jennifer		Heath
835	Alexis		Jackson
836	Bryana		Jones
837	Arkeevia		Lewis
838	Jasmine	Nicole	Morten
839	Kenyatta		Mumphery
840	Luz		Perez
841	Desmond		Rawls

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
842	Erica		Sharpe
843	Consuela	AD	Stanley
844	Kimari		Thomas
845	Raven		Umoessien
846	Cassie		Wilder
847	Krystle		Williams
848	Cheronica		Wilson
849	Courtney		Wright
850	Shanautica		Battle
851	Demeteria		Brown
852	Priscilla		Byse
853	LaTrice		Crawford
854	Laquantise		Daniels
855	Ashley		Daniels
856	Jasmine		Dickson
857	Quatisha		Engram
858	Whalen		George
859	Rokeisha		Glover
860	Jaimi		Harding
861	ShaQuayla		Height
862	Marianna		Higgins
863	Lucy		Holliman
864	Lisa		Johnson
865	Jaelyn		Kaigler
866	Laneisha		King
867	Jasmine		Newton
868	Jon		Nieschulz
869	Chase		Pack
870	Je'Nae	S.	Rogers
871	Summer		Ross
872	Lyric		Simmons
873	Kacey		Smith
874	Johnta		Still
875	Taylor		Stubbs
876	Ashley		Svec
877	Kayla	Jo	Vanausdal
878	Charles		Weiser
879	Gabrielle		Blount
880	Jill		Corso
881	DaMya		Davis

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
882	Shaneque		Durden
883	Bena		Foster
884	Tayler		Glover
885	Wallicia		Granville
886	Savannah		Greathouse
887	Taranesha		Howard
888	Lanita		Jackson
889	Bronay		Johnson
890	Anna		Marshall
891	James	Evan	McCoy
892	Duncan		McGreggor
893	Shaquinta		Mitchell
894	Tatyana		Moss
895	Ackeedia		Patterson
896	Breauna		Paul
897	Tykerria		Richardson
898	Cortez		Riley
899	Shardasia		Rockmore
900	Shykemiyon		Rumph
901	Jasmine		Sams
902	Yomoni		Scott
903	Aisha		Sweet
904	Samantha		VanAken
905	Lakerria		Walker
906	Khadijah		Waller
907	Tavia		Williams
908	Latricia		Williams
909	Charlotte		Woolfolk (Hollingshed)
910	Stephanie		Young
911	Wynita		Young
912	Tyonna	S.	Adams
913	LaTavia		Bearden
914	Tushana		Benson
915	Chiantia		Brown
916	Angela		Clark
917	Patreece		Clark
918	Narvis		Cosby
919	Jalessa		Curry
920	Simone		Davis
921	Anna		Dubbert

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
922	Rhudincia		Ezell
923	Brittany		Felder
924	Michael	W.	Gibbs Jr
925	Tanisha		Gilmore
926	Abbye		Hoyer-Hernandez
927	Alana	Blair	Hulsey
928	Cori		Kall
929	Steven		Kennedy
930	Clarisse		Kumenit-Holt
931	Amanda		Lindsey
932	Tatanisha		McGhee
933	Tracey		Newton
934	Amia		Oneal
935	Mya'		Patmon
936	Jaquesha		Phelps
937	Tramisha		Rainey
938	Hannah	Camille	Reavis
939	Jessica		Russell
940	Dontavious		Scott
941	Brandi		Slocumb
942	Clarrisa		Thomas
943	Makita		Waller
944	Quanaja		Watkins
945	Amaya		Addie
946	Stephanie		Banks
947	Janae		Bishop
948	Brice		Blocker
949	Amber		Boggs
950	Michelle		Brown
951	Heaven		Clark
952	Shameika		Davis
953	Christie		Davis
954	Darrell		Evans
955	Emani		Ferguson
956	Joshua		Grafton
957	Diane		Hernandez
958	Sherilyn		Jackson
959	Glynece		Jones
960	Shykerria		Lackey
961	Precious		Lunsford



**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
962	Erica		Michaels
963	Hannah		Phillips
964	Verlanda		Prather
965	Sadie		Quillin
966	Sonata		Renfro
967	Natoyia		Royster
968	Deja		Sanders
969	Shanika		Sands
970	Marquis		Taylor
971	Dominique		Williams
972	Megan		Worton
973	Corcia		Wright
974	Andrew		Dukes
975	Natalie		Scoggins
976	Jala		Austin
977	Quatriel		Bowser
978	Amy		Bullock
979	Landeria		Durham
980	Shekeria		Grable
981	Shondrea		Harris
982	Mark	S.	Lumpkin
983	Tinesha		McDowell
984	Quatavius		Offord
985	Dionne		Pierce
986	Riketta		Robinson
987	Samencia		Pipkins (Rogers)
988	Shakevia		Rumph
989	James		Thomas II
990	Tinesha		Turner
991	Mykaila		Washington
992	Kenishia		West
993	Velanta	Tremaine	Wilson
994	Kimani		Black
995	Arterria		Braddy
996	Keyarica		Clark
997	Tyshell		Coleman
998	Chauncey	V.	Freeman
999	Terrell		Harrell
1000	Galadriel		Johnson
1001	Brandon		Jordan

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1002	Sara		Jordan
1003	Rasheka		Scott
1004	Charis		Shinholster
1005	Jalessa		Taylor
1006	Sherrie		Tennant
1007	Monique		Walden
1008	La'Creshia		Williams
1009	Jalesia	C.	Brown
1010	Detreza	L.	Dallas
1011	Kaitlynn		Hood
1012	Shaquora		Jamison
1013	Trinity		Johnson
1014	Contessa	Beadles	King
1015	De Marco		King
1016	Iesha		Robinson
1017	Ramecia		Sledge
1018	Aseyah		Walker
1019	Nicholas	S.	Wootton
1020	Crystal		Rowland
1021	Elizabeth	Morgan	Baker
1022	Ashli		Bronner
1023	Eboni		Harris
1024	Chandler		Hill (Glasgow)
1025	Kimberly		Andino (Hobbs)
1026	Sierra		Holmes
1027	Christian		Hursey
1028	Velvet		Jones
1029	Zabria		Jordan
1030	Ashley		Kent
1031	Heather		Long
1032	Stacy	Reid	Martin
1033	Addisyn		Moon
1034	Issia		Reid
1035	Shaquanda		Roberts
1036	Kyhia	M.	Ruiz
1037	Kiamber		Simmons
1038	Temerius		Tuft
1039	Jasmine		Waters
1040	Nyasha		West
1041	Rachel	B.	Alley

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1042	Ashley		Anglin
1043	Shatterrica		Bloodworth
1044	Jovita		Calnick
1045	Farrah		Cole
1046	Elasia		Enoch
1047	Latrice	P.	Hogue
1048	Karliya		Holsey
1049	Karen		Ivey
1050	Jennifer		King
1051	Jessica Raquel	S.	Little
1052	Breanna		Mccray
1053	Juan		Molina
1054	Whitney		Rider
1055	Jennifer		Ruffin
1056	Jakira		Sams
1057	Shemekia		Scott
1058	Alexis		Smith
1059	Courtney		Thomas
1060	Brittany		Allen
1061	Victoria		Chatfield
1062	Mariah		Daniels
1063	Sekelia		Davis
1064	Dukreisha		Evans
1065	Kodie		Gibby
1066	Je'Quavia		Hickey
1067	Lyndsey		Hood
1068	Shalaja		Huff
1069	Briana		Jackson
1070	Taylor		Jeffcoat-Rose
1071	Andrew		Mathis
1072	Regina		McDuffie
1073	Christina		Poole
1074	Nechell		Rawles
1075	Dequazia		Richardson
1076	Heather		Sanders
1077	Laurie		Sempier
1078	Yanna		Simmons
1079	Cassandra		Thomas
1080	Adaisha		Walker
1081	Jordan		Waller

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1082	Syreeka		White
1083	Addarious		Brown
1084	GTeah		Dinkins
1085	Candice		Harned
1086	Shadamon		Lucas
1087	Kendra		Mills
1088	Eyana		Troup
1089	Kendra		Washington
1090	Shamika		Wright
1091	Niya		Adams
1092	Sherrie		Cochran
1093	Jonas		Dobkins
1094	Megan		Douglas
1095	Breyona		Geiger
1096	Katrice		Gonder
1097	Teresa	Ann	Goodwin
1098	Aaron		Harris
1099	Jordon		McLeod
1100	Amelia		Reilly
1101	Brianna		Robinson
1102	Monica		Smith
1103	Jakeia		Thompson
1104	Jacie		Babb
1105	Samuel	Lewis	Blackstone
1106	Joseph	M.	Blake III
1107	Ashley		Bundrick
1108	Danielle		Castro
1109	Altovise		Driskell
1110	Lucrista		Edwards
1111	Diana		Franklin
1112	Danielle		Franks
1113	Janie	L.	Garner
1114	Brandy		Gregg
1115	Tajuana		Griswold
1116	Jhannin		Harvey
1117	Brandy		Hayes
1118	Juan	Ann	Hernandez
1119	Heather		Herrin
1120	Jessica		Johnson
1121	Adney		Keel

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1122	Jennifer		Lapina
1123	Tyra		McClendon
1124	Emily		McDonald
1125	D'Anna		Merriam
1126	Colline		Olsen
1127	Jarvis		Orange
1128	Terincia		Person
1129	Victoria		Pinkney
1130	Deborah	Lyles	Rochford
1131	Dylan		Rovinsky
1132	Gwendolyn		Sealey
1133	Wendy		Thomas
1134	Jesse	Samuel	Urbina
1135	Amanda	R.	Vaughn
1136	Julie		Wells
1137	Quanta		Woodford
1138	Yolanda		Dennis-Freeman
1139	Sakeira		Harding
1140	Autumn		Johnson
1141	Jaden		Lary
1142	Tijuana	Jones	Stubbs
1143	Brittany	Marie	Towles
1144	Pakisha		Walker
1145	Tiffany		Adams
1146	Natasha		Daniel
1147	Keshun		McLendon
1148	Frances		Moore
1149	Lakesha		Nesbitt
1150	Campbell		NeSmith
1151	Brianna		Price (Hudgens)
1152	Cierra		Spearman
1153	Deborah		Andrews
1154	Shikera		Askew
1155	Ellie		Bohannon
1156	Bianca		Brown
1157	Tennille		Burns
1158	Somalia		Burton
1159	Amanda		Bussell
1160	Philip	B.	Clayton
1161	Ortilia		Fordham

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1162	William		Gilmore
1163	Kasey		Harmon
1164	Makayla		Hill
1165	Nikya		Jackson
1166	Patrice		Jackson
1167	Kenyetta		Lewis
1168	Christelle	M.	Mahoney
1169	Alison		Moncrief
1170	Courtney	M.	Norris
1171	Mahogany		Riggins
1172	Wanda	Fay	Scott
1173	Danesha		Tolbert
1174	Ondrea		Curry
1175	Mekiva		Dean-Little
1176	Erica		DeBerry
1177	Lakeisha		Eleby
1178	Sharas	D.	Glover
1179	Corey	L.	Goss Jr
1180	Jermekia		Harris
1181	Shandrea		Hunter
1182	Amanda		Keeler
1183	Calnekia		Lowe
1184	Robyn		Perez
1185	Shani		Person
1186	Monica	Michele	Baughman
1187	Deborah		Beckler
1188	Khadijah		Bell
1189	Tobias		Calhoun
1190	LaTonya		Carson
1191	Shaquiez		Davis
1192	Jared		Dickhoff
1193	Anna		Ghaly
1194	Sukhjeet	Kent	Hans
1195	Me'Kal		Harris
1196	Tangela		Harris
1197	Kianna		Hurst
1198	Kristie		Kalmbach
1199	Melinda		Lamar
1200	Tonya		Lamar
1201	Amber		LeBrescu

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1202	Shelby	L.	Mason
1203	Stephanie		Maxwell
1204	James	Austin	Mckellar
1205	Shanequa		Milner
1206	Toni		Moore
1207	Shanquonette		Nesbitt-Davis
1208	Antwon	Lamar	Norwood
1209	Daiana		Roman
1210	Kyle	L.	Smith
1211	Shamari		Valentine
1212	Titiana		Veal
1213	Cintia		Williams
1214	Ashley		Wright
1215	Miranda		Wright
1216	Jacqueline		Akins
1217	Miah		Edwards
1218	Artishea		Ingram
1219	Jaleeceya		Myrick
1220	Cristen		Sayles
1221	Javonda		Skinner
1222	Dan		Valdivia
1223	Katheryn		Clance
1224	Chalicia		Daniels
1225	Monica	L.	Dean Durham
1226	Khristian		Devereux
1227	Harley		Griffis
1228	Kendra	D.	Hathaway
1229	Tiana		Knowles
1230	Veronica		Smith
1231	Lakisha		Angry
1232	Jessica		Bozeman
1233	Jasmine		Daniels
1234	April	M.	Ellis
1235	Shanna		Hutchinson
1236	Yolonda		Johnson
1237	Carroll	D.	Johnson
1238	Brianna		Miller
1239	Briana		Patrick
1240	Diamond		Ridley
1241	Malia		Sandgren

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1242	Dequentez		Strong
1243	Zana		Sturkey
1244	Niajah		Thomas
1245	Shaneada		Walton
1246	Christopher		Wilson
1247	Nayshon		Woods
1248	J'Amalia		Alexander
1249	Karen		Baxter
1250	Paige	D.	Brown
1251	Ollie		Cassidy
1252	Latricia		Christopher
1253	Karl		Fields
1254	Shanyota		Greene
1255	Jaunice		Hygh
1256	Lorrie		Kemp
1257	Shonda		Ray
1258	DeLexia		Walker
1259	Tommie		Wellons
1260	Jessica		Whatley
1261	Yashunna		Fields
1262	Veronica		Mathews
1263	Andrea		Matthews
1264	Gage		Saltz
1265	Savannah		Kendrick
1266	Diera		Rouse
1267	Demetrice	D.	Waller
1268	Olivia		Simon
1269	Caitlin		Martinez-Lee (Valle)
1270	Alexandria		World
1271	Stephanie		Hall
1272	Tiameka		Steele
1273	Kierra		Wright
1274	Shonte	N.	Green
1275	Brittany		Mathews
1276	Ashley	Krisada	McCrary
1277	Zarinah		Muhammad
1278	Arlen	Zane	Pritchett
1279	Jessica		Sanders
1280	Malcom		Taylor
1281	Keonia		Thornton



**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1282	Jessica		Tittle
1283	Khi'Yah		Graham
1284	Janea		Horton
1285	Katina		Jones
1286	Anthony		Lillie
1287	Erika		Mathis
1288	QuenKeria		Milton
1289	Makayla		Odaine
1290	Potia		Barkley
1291	Keyosha		Moore
1292	Tavares	MaSha	Stewart
1293	Bridget		Walker
1294	Iris		Baker
1295	Deona		Irby
1296	Karesa		Pettis-Berry
1297	Kaitlyn		Porter
1298	Deidra		Bartley
1299	Shandreia		Barnes
1300	Georgia	A.	Boyd
1301	Phylcia	Wimberly	Burke
1302	Ashley		Carter
1303	Torina		Collins
1304	Faith		Engle
1305	Robert	L.	Jackson Sr.
1306	Akira	L.	Jones
1307	David	Allen	Kemp
1308	Jasmine		Mays
1309	Rita		Moan
1310	Melissa	Duncan	Moye
1311	Lisa		Rodgers
1312	Jean	Ronald	Simeus
1313	Sara	Lynn	Zamaftas
1314	Michelle		Coley
1315	Jalynn		Eason
1316	Tashauna		Krouse
1317	Chelsey		Leary
1318	Malik		Buckle
1319	Susan		Collins
1320	Christopher		Conner
1321	Keyatta		Crittenden

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1322	Shanekia		Felton
1323	Damian		Fowler
1324	Kira		Gaver
1325	Tonya	Lavette	Howard
1326	Brittany		Jones
1327	Jack		Larkin Jr.
1328	Larissa		Liggins
1329	Taneshia		Riggins
1330	Summer	Darden	Saffold
1331	Kira		Simmons
1332	Jacob	A.	Smith
1333	Brandy		Wyatt
1334	Ambresha		Adams
1335	Katarina	Rose	Fabela
1336	Shenetha		Johnson
1337	Kenosha		Phillips
1338	Abigail		Johnson (Dean)
1339	Jennifer		Prater
1340	Donis		Russell
1341	Brianna		Torbert
1342	Tonya		Emerson
1343	Danielle	E.	Simmons
1344	MacKinzey		Davis
1345	Porsha		Ekuban
1346	Melissa	A.	Proffitt
1347	Timothy		Chan
1348	Andrew		Duncan
1349	Nathaniel	J.	Gibby
1350	SaCourtney		Oliver
1351	Sharita		Patterson
1352	LaShawndra	D.	Perry
1353	Vickie		Ross
1354	Nancy		Beasley
1355	Kimberly		Davis
1356	Sakethia		Regular
1357	Aneesa		Nelson
1358	Jeralynn		Rouse
1359	Jamekia		Jones
1360	Quinetta		Harvey
1361	Tabias		Roberts

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1362	Jamii	Jemise	Wesley
1363	Tina	M.	Mimbs
1364	Elesa		Ates
1365	Devin		Garner
1366	Lacy		Joyner
1367	Joshua		Rigdon
1368	Dekitra	R.	Singletary
1369	Ashley		Ancrum
1370	Marteseia		Curry
1371	Chelsea		Darrisaw
1372	Christina		Stanton
1373	Felicia		Brown
1374	Crystal		Hooks
1375	Debra		Kind
1376	Brittany		Shine
1377	Emily		Benton
1378	Daila		Cherry
1379	Keziah		Davis
1380	Marshalette		Freeman
1381	JaQuavius		Grayer
1382	Brionna		Harris
1383	PsyNia		Jefferson
1384	Marquita		Johnson
1385	Sarah		Jones
1386	Angela		Taylor
1387	Melissa		Tereschenko
1388	Jouael		Anderson
1389	Pamela	A.	Billingslea
1390	Jhamarcus		Blackshear
1391	Leana		Blash
1392	Dominique		Brown
1393	Phyllis		Brown
1394	Shaniyah		Brown
1395	Tyla		Canady
1396	JeTaime		Chambers
1397	Lonna		Colon
1398	Jalisa		Coombs
1399	Heather		Cundiff
1400	Kelley		Daniels
1401	Lavosha		Davis

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1402	Champryona		Evans
1403	Kennedi		Ferguson
1404	Sadejah		Gartrell
1405	Hannah		Golden
1406	David	J.	Griffin
1407	Lisa	Renee	Hargett
1408	India		Harper
1409	Cherie		Hart
1410	Kiara		Hicks
1411	Shontez		Hill
1412	Quavesha		Jackson
1413	Monica		James
1414	Latesha		Jones
1415	Shakara		Jones
1416	Kenya	Latrice	Jordan
1417	Laleh		Kovac
1418	Fantasia		Kreps
1419	Ashlee	Rae	Lafferty
1420	Tyler		Mason
1421	L'Airnece		Mathews
1422	Raven		Mathis
1423	Shuntae		Milligan
1424	Destiny		Pallord
1425	Diahna		Patterson
1426	Ronnie		Person, Jr.
1427	Deborah		Pettinato
1428	Shameka		Smith
1429	Kenya		Sullivan
1430	Amber	D.	Terry
1431	Jarnecia		Thomas
1432	Shakira		Walker
1433	Janiese		Williams
1434	Jasmine		Williams
1435	Miesha		Williams
1436	Madison		Wilson
1437	Jessica		Yowell
1438	Daniel	A.	Bohn
1439	Jessica		Lewis
1440	Nicki		Myrick
1441	Tameshia		Bell

**EXHIBIT 1**

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1442	Abigail	S.	Bussey
1443	Mario		Hill
1444	Ashlyn		Anderson
1445	Shalia		Brooks
1446	Destiny	D.	Evans
1447	Shayla		Freeman
1448	Cherrelle		Holland
1449	Sherrod		Hollingshed
1450	Tonya		McNeill
1451	Kiah		Morris
1452	Salena		Norman
1453	Mandy		Olheiser
1454	Fredrick	D.	Parker
1455	Jennifer		Scott
1456	Michayla		Torres (Deane)
1457	Norma	Sherrie	Vinson
1458	Diane		Wilchinski
1459	Nichole		Williams
1460	Bryttani		Wilson
1461	Le'Tecia		Davis
1462	Paige	E.	Hammele
1463	Regina	B.	Robinson
1464	Tanasia		Snider
1465	Christopher	A.	Chaney
1466	Tshaka		Jackson
1467	Michelle		Phelps
1468	Keyandrea		Guyton
1469	Kimberly		Campbell
1470	Maja		Collier
1471	Sandra		Wright
1472	Christopher		Shampo
1473	Kenneth		Erdman
1474	Chandrea		Clarington
1475	Ashley		Davis
1476	Sarah		Jackson
1477	Desha		Rozier
1478	Raegan		Bass
1479	Mia		Boone
1480	Jalen		Carswell
1481	India		Chappell

	<b>Plaintiff First Name</b>	<b>Plaintiff Middle Name or Initial</b>	<b>Plaintiff Last Name</b>
1482	Jacob		Clonts
1483	Jasmine		Burnett
1484	Ajacia		Davis
1485	Tyresha		Dixon
1486	LeAnn		Eidson
1487	Ashala		Calloway
1488	Amaya		Durham
1489	Christopher		Rice

# EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

**CHERALE WILLIS, SANDY COLBERT,  
TIFFANEY PEACOCK, CARAL TAYLOR,  
and AMALIA BENVENUTTI, *et al.*,**

*Plaintiffs,*

*v.*

**GOVERNMENT EMPLOYEES  
INSURANCE COMPANY d/b/a GEICO, *et al.***

*Defendants.*

Case No. 5:23-CV-00430

**CHRIS RICE, *et al.*,**

*Plaintiffs,*

*v.*

**GOVERNMENT EMPLOYEES  
INSURANCE COMPANY d/b/a GEICO,**

*Defendant.*

Case No. 5:23-CV-00414

**[PROPOSED] FINAL ORDER AND FINAL JUDGMENT**

Before the Court is the Joint Motion To Approve Settlement Agreement And Dismiss With Prejudice The Named Plaintiffs’ And Opt-In Plaintiffs’ Claims (the “Motion”), submitted by Plaintiffs Cheral Willis, Sandy Colbert, Tiffaney Peacock, Caral Taylor, Amalia Benvenuti, and Christopher Rice (the “Named Plaintiffs”), individually, and on behalf of all other allegedly similarly situated individuals who consented to participate in the Lawsuits, not including the Named Plaintiffs, and whose claims have not been dismissed (“the Opt-in Plaintiffs”), referenced



herein pursuant to 29 U.S.C. § 216(b), and Defendants Government Employee Insurance Company and GEICO General Insurance Company (collectively, “GEICO” or “Defendants”) (collectively, the Named Plaintiffs and GEICO are referred to herein as the “Parties”), by and through their respective counsel of record, which presents a Settlement Agreement, Release, and Waiver (the “Agreement”) to the Court for its approval. The Court has duly considered all of the submissions presented with respect to the Agreement.<sup>1</sup> After considering these submissions, the Motion is **GRANTED** and the Court **ORDERS** as follows:

1. The Named Plaintiffs and the Opt-In Plaintiffs, (collectively, the “Plaintiffs”) identified in Exhibit 1 to the Agreement, are subject to and bound to the terms of the Agreement and this Order.

2. There is a *bona fide* dispute between the Parties as to GEICO’s liability under the FLSA. The Agreement, including all terms and conditions set forth within, which was attached as Exhibit 1 to the Motion, is fair, reasonable, adequate, and is in the best interests of the Plaintiffs. The Agreement is hereby approved based on the benefits to the Plaintiffs, the substantial discovery and litigation conducted by Plaintiffs’ Counsel prior to the proposed Settlement, and the complexity, expense, risks and probable protracted duration of further litigation.

3. The Court finds that the Agreement was a result of arms’ length negotiations conducted in good faith by experienced counsel for the Parties, that the Agreement is supported by the Named Plaintiffs, and that the Fees and Costs payable to Plaintiffs’ Counsel were negotiated separate and apart from any amounts to be paid to the Plaintiffs.

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<sup>1</sup> All capitalized terms in this Order with respect to the Agreement that are not otherwise defined have the same meaning as in the Agreement.

4. The Court approves ILYM Group, Inc., to serve as Settlement Administrator and administer the Settlement pursuant to the terms, conditions, and instructions set forth in the Agreement.

5. A collective action under the Fair Labor Standards Act (the “FLSA”), 29 U.S.C. § 216(b) is certified for settlement purposes both in the matters captioned *Willis, et al. v. GEICO, et al.*, No. 23-CV-00430 (M.D. Ga.) and *Rice, et al. v. GEICO*, No. 23-CV-00414 (M.D. Ga.). Because this case has been settled at this stage of the proceedings, the Court does not reach and makes no ruling either way, as to the validity of final § 216(b) certification of this collective action for litigation purposes. All Plaintiffs and Opt-In Plaintiffs are bound by this final judgment.

6. The Court approves the Agreement and approves distribution of the Gross Settlement Fund as set forth in the Parties’ Agreement, including the Fees and Costs Payable to Plaintiffs’ Counsel.

7. The Lawsuits are hereby dismissed in their entirety, on the merits, as against GEICO, and without costs to any party, except to the extent otherwise expressly provided in the Agreement. The Named Plaintiffs and the Opt-In Plaintiffs, on behalf of themselves, and each of their heirs, representatives, successors, assigns, agents, and attorneys, are deemed to fully and finally release and forever discharge the Released Parties from any and all suits, actions, causes of action, demands, or claims asserted in any of the Lawsuits, or that could have been asserted in the Lawsuits, through the Effective Date of the Settlement, including but not limited to any and all claims for alleged unpaid overtime, regular, straight-time, or minimum wages; retaliation related to any complaint regarding participation in the Lawsuits that could have been asserted in any of the Lawsuits; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or

complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including wages owed upon termination of employment; contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Agreement; liquidated or multiple damages, penalties, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims. Nothing in this provision releases any claims that cannot be released as a matter of law (such as the Employee Retirement Income Security Act, worker's compensation, etc.), but this paragraph will be given the broadest possible interpretation allowable by law.

8. The Named Plaintiffs and the Opt-In Plaintiffs shall be permanently barred and enjoined from commencing, prosecuting, or otherwise maintaining in any court or forum any action against the Released Parties arising from or relating to any of the Released Claims from March 1, 2020, from the date of three years prior to the filing of their written consent to become a party plaintiff to the Lawsuits pursuant to 29 U.S.C. § 216(b), or from the date of the filing of a complaint for a Named Plaintiff, whichever date is earlier, through the Effective Date.

9. Pursuant to the terms and conditions of the Agreement, the Parties are to take all necessary and appropriate steps to establish the means necessary to implement the terms of the Agreement.

10. This Approval Order constitutes a Final Order within the meaning of the Federal Rules of Civil Procedure and the Federal Rules of Appellate Procedure.

11. Without affecting the finality of this Approval Order, this Court retains exclusive jurisdiction over the consummation, performance, administration, effectuation and enforcement of the Agreement.

DONE AND ORDERED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
U.S. DISTRICT COURT JUDGE

# EXHIBIT 3

***Benvenuti, et al. v. GEICO General Ins. Co., et al.***  
***Case No. 22-CV-00182 (M.D. Ga.)***

***Willis, et al. v. Government Employee Insurance Company, et al.***  
***Case No. 23-CV-00430 (M.D. Ga.)***

***Rice, et al. v. Government Employee Insurance Company,***  
***Case No. 23-CV-00414 (M.D. Ga.)***

**GENERAL RELEASE**

As a condition of receiving a General Release Payment under the Settlement Agreement, you hereby agree to this General Release on behalf of yourself and your heirs, representatives, successors, and assigns (collectively, “**You**”).

The purpose of this General Release is for You to release and waive all legal claims You may have against Government Employee Insurance Company and GEICO General Insurance Company (collectively, “**GEICO**”) including its current and former parents, related or affiliated companies, subsidiaries, predecessors, successors, and/or divisions and each of their benefit plans, plan fiduciaries and/or administrators, shareholders, present and former officers, directors, employees, agents, attorneys, representatives, insurers, successors, and/or assigns (the “**Released Parties**”).

- I. Release.** In exchange for the consideration of your General Release Payment, You fully and finally release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state, local, or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**General Release**”). The General Release includes any unknown claims You do not know or suspect to exist in Your favor as of the Effective Date, which, if known by You, might have affected Your settlement with, and release of, the Released Parties or might have affected Your decision to agree to this Settlement or the General Release. For avoidance of doubt, by agreeing to this General Release, You agree to fully and finally release, without limitation, any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and any other state, county, or local laws, statutes, regulations, ordinances, or wage orders for alleged unpaid overtime, regular, straight-time, or minimum wages; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including upon employment termination; and contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement or this General Release. Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law. The

General Release also includes any known or unknown claims covered by any suit, class action, collective action, administrative claim, or other claim of any sort or nature whatsoever against the Released Parties, for the time periods specified in the Settlement Agreement.

- II. Release Exclusions.** This General Release excludes any claims arising out of incidents that occur after You sign this General Release or any claims this General Release cannot waive as a matter of law, such as any claims to workers' compensation or unemployment benefits, including any whistleblower protections, or any right you might have to file a charge with or participate in an investigation conducted by the U.S. Equal Employment Opportunity Commission (the "**EEOC**"), the National Labor Relations Board (the "**NLRB**"), or similar agency, but You agree to forfeit any monetary recovery or other relief should the EEOC, NLRB, or any other agency pursue claims on Your behalf. Nothing in this General Release limits Your right to provide information, assist or participate in any investigation, proceeding, or litigation concerning any administrative claim with any government agency under any law that protects such rights or to file such a claim. However, You agree to give up any money or other personal benefit, directly from GEICO and/or the Released Parties, from any such claim or litigation arising out of any incident that occurred prior to the date You sign this General Release, except if prohibited by law.
- III. Approval By The Court.** In the event that the Court denies Your request for a General Release Payment, this General Release will be void and You shall only release claims pursuant to Section D(b)(iii) of the Settlement Agreement that are approved by the Court, and that the terms of Section D(k) of the Settlement Agreement shall apply with respect to all claims not covered by Section D(b)(iii) of the Settlement Agreement.
- IV. Covenant Not to Sue.** As further inducement to GEICO and/or the Released Parties to enter into this Agreement, and as a material condition thereof, You promise, warrant, and covenant on behalf of Yourself and your heirs, representatives, successors, assigns, and attorneys, not to sue any of the Released Parties in any forum for any claims covered by this General Release to the fullest extent allowed by law.
- V. Tax Treatment.** GEICO will issue an Internal Revenue Service Form 1099 to You for the General Release Payment. You agree to indemnify GEICO and/or the Released Parties for any unpaid taxes, penalties, interest, attorney fees or costs concerning the tax treatment of any pay/benefits to you under the Settlement Agreement and this General Release that are determined by the relevant authorities to be your responsibility.
- VI. No Admission.** Nothing concerning this General Release is an admission of any liability or the merits of any claim.
- VII. Non-Disparagement.** You will not directly or indirectly make or publish any statements that are defamatory or maliciously false about GEICO and/or the Released Parties. Nothing in this section interferes with Your claims or rights in this General Release's Release Exclusions section.

- VIII. Drafting.** This General Release will be interpreted as a whole, without regard to its drafter, using its fair meaning.
- IX. Applicable Law.** Where not superseded by federal law, this General Release will be interpreted under the laws of Maryland.
- X. Enforceability.** A court that finds any part of this General Release to be unenforceable should modify that part the minimal amount to be enforceable. A court that finds any such part incapable of being so modified should sever it and enforce the rest of the General Release. A party's decision not to enforce the General Release is not a waiver of any future violation.
- XI. Entire Agreement.** In addition to the Settlement Agreement entered into by the Parties, this General Release is the complete understanding between You and GEICO and/or the Released Parties; it replaces any other written or oral agreements, representations or promises, except as it specifically provides otherwise; and it can be changed only by a jointly signed document which specifically references it.
- XII. Confidentiality.** You agree to keep all terms of the Settlement Agreement confidential prior to the public court docket filing of a motion for the Court's approval of this Settlement entered in connection with the *Benvenuti, Willis, and Rice* litigation.
- XIII. Other Representations.** You agree:

- ☒ You were advised in writing, by this General Release, to consult with an attorney before signing below; and
- ☒ You are signing this General Release knowingly and voluntarily.

Sandy Colbert 12/20/2025  
 Signature Date

Name: Sandy Colbert

Signed by:  
Christopher B. Trumpower December 19, 2025  
 Signature Date

Name: Christopher B Trumpower

Title: Director and Assistant GC, Corporate Litigation



***Benvenuti, et al. v. GEICO General Ins. Co., et al.***  
***Case No. 22-CV-00182 (M.D. Ga.)***

***Willis, et al. v. Government Employee Insurance Company, et al.***  
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- I. Release.** In exchange for the consideration of your General Release Payment, You fully and finally release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state, local, or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**General Release**”). The General Release includes any unknown claims You do not know or suspect to exist in Your favor as of the Effective Date, which, if known by You, might have affected Your settlement with, and release of, the Released Parties or might have affected Your decision to agree to this Settlement or the General Release. For avoidance of doubt, by agreeing to this General Release, You agree to fully and finally release, without limitation, any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and any other state, county, or local laws, statutes, regulations, ordinances, or wage orders for alleged unpaid overtime, regular, straight-time, or minimum wages; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including upon employment termination; and contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement or this General Release. Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law. The

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- III. Approval By The Court.** In the event that the Court denies Your request for a General Release Payment, this General Release will be void and You shall only release claims pursuant to Section D(b)(iii) of the Settlement Agreement that are approved by the Court, and that the terms of Section D(k) of the Settlement Agreement shall apply with respect to all claims not covered by Section D(b)(iii) of the Settlement Agreement.
- IV. Covenant Not to Sue.** As further inducement to GEICO and/or the Released Parties to enter into this Agreement, and as a material condition thereof, You promise, warrant, and covenant on behalf of Yourself and your heirs, representatives, successors, assigns, and attorneys, not to sue any of the Released Parties in any forum for any claims covered by this General Release to the fullest extent allowed by law.
- V. Tax Treatment.** GEICO will issue an Internal Revenue Service Form 1099 to You for the General Release Payment. You agree to indemnify GEICO and/or the Released Parties for any unpaid taxes, penalties, interest, attorney fees or costs concerning the tax treatment of any pay/benefits to you under the Settlement Agreement and this General Release that are determined by the relevant authorities to be your responsibility.
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- ☒ You were advised in writing, by this General Release, to consult with an attorney before signing below; and
- ☒ You are signing this General Release knowingly and voluntarily.



12/22/2025

Signature

Date

Name: Tiffaney Peacock

Signed by:



December 19, 2025

Signature

Date

Name: Christopher B Trumpower

Title: Director and Assistant GC, Corporate Litigation

***Benvenuti, et al. v. GEICO General Ins. Co., et al.***  
***Case No. 22-CV-00182 (M.D. Ga.)***

***Willis, et al. v. Government Employee Insurance Company, et al.***  
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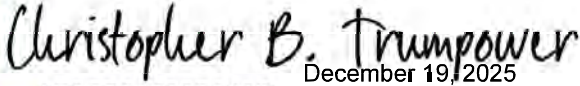
- I. Release.** In exchange for the consideration of your General Release Payment, You fully and finally release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state, local, or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**General Release**”). The General Release includes any unknown claims You do not know or suspect to exist in Your favor as of the Effective Date, which, if known by You, might have affected Your settlement with, and release of, the Released Parties or might have affected Your decision to agree to this Settlement or the General Release. For avoidance of doubt, by agreeing to this General Release, You agree to fully and finally release, without limitation, any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and any other state, county, or local laws, statutes, regulations, ordinances, or wage orders for alleged unpaid overtime, regular, straight-time, or minimum wages; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including upon employment termination; and contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement or this General Release. Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law. The

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- XIII. Other Representations.** You agree:

- ☒ You were advised in writing, by this General Release, to consult with an attorney before signing below; and
- ☒ You are signing this General Release knowingly and voluntarily.

 _____ Signature	12/19/2025 _____ Date	Signed by:  _____ Signature	December 19, 2025 _____ Date
Name: Caral Taylor _____		Name: Christopher B Trumpower _____	
		Title: Director and Assistant GC, Corporate Litigation _____	



***Benvenuti, et al. v. GEICO General Ins. Co., et al.***  
***Case No. 22-CV-00182 (M.D. Ga.)***

***Willis, et al. v. Government Employee Insurance Company, et al.***  
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***Rice, et al. v. Government Employee Insurance Company,***  
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**GENERAL RELEASE**

As a condition of receiving a General Release Payment under the Settlement Agreement, you hereby agree to this General Release on behalf of yourself and your heirs, representatives, successors, and assigns (collectively, “**You**”).

The purpose of this General Release is for You to release and waive all legal claims You may have against Government Employee Insurance Company and GEICO General Insurance Company (collectively, “**GEICO**”) including its current and former parents, related or affiliated companies, subsidiaries, predecessors, successors, and/or divisions and each of their benefit plans, plan fiduciaries and/or administrators, shareholders, present and former officers, directors, employees, agents, attorneys, representatives, insurers, successors, and/or assigns (the “**Released Parties**”).

- I. Release.** In exchange for the consideration of your General Release Payment, You fully and finally release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state, local, or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**General Release**”). The General Release includes any unknown claims You do not know or suspect to exist in Your favor as of the Effective Date, which, if known by You, might have affected Your settlement with, and release of, the Released Parties or might have affected Your decision to agree to this Settlement or the General Release. For avoidance of doubt, by agreeing to this General Release, You agree to fully and finally release, without limitation, any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and any other state, county, or local laws, statutes, regulations, ordinances, or wage orders for alleged unpaid overtime, regular, straight-time, or minimum wages; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including upon employment termination; and contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement or this General Release. Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law. The


General Release also includes any known or unknown claims covered by any suit, class action, collective action, administrative claim, or other claim of any sort or nature whatsoever against the Released Parties, for the time periods specified in the Settlement Agreement.

- II. Release Exclusions.** This General Release excludes any claims arising out of incidents that occur after You sign this General Release or any claims this General Release cannot waive as a matter of law, such as any claims to workers' compensation or unemployment benefits, including any whistleblower protections, or any right you might have to file a charge with or participate in an investigation conducted by the U.S. Equal Employment Opportunity Commission (the "**EEOC**"), the National Labor Relations Board (the "**NLRB**"), or similar agency, but You agree to forfeit any monetary recovery or other relief should the EEOC, NLRB, or any other agency pursue claims on Your behalf. Nothing in this General Release limits Your right to provide information, assist or participate in any investigation, proceeding, or litigation concerning any administrative claim with any government agency under any law that protects such rights or to file such a claim. However, You agree to give up any money or other personal benefit, directly from GEICO and/or the Released Parties, from any such claim or litigation arising out of any incident that occurred prior to the date You sign this General Release, except if prohibited by law.
- III. Approval By The Court.** In the event that the Court denies Your request for a General Release Payment, this General Release will be void and You shall only release claims pursuant to Section D(b)(iii) of the Settlement Agreement that are approved by the Court, and that the terms of Section D(k) of the Settlement Agreement shall apply with respect to all claims not covered by Section D(b)(iii) of the Settlement Agreement.
- IV. Covenant Not to Sue.** As further inducement to GEICO and/or the Released Parties to enter into this Agreement, and as a material condition thereof, You promise, warrant, and covenant on behalf of Yourself and your heirs, representatives, successors, assigns, and attorneys, not to sue any of the Released Parties in any forum for any claims covered by this General Release to the fullest extent allowed by law.
- V. Tax Treatment.** GEICO will issue an Internal Revenue Service Form 1099 to You for the General Release Payment. You agree to indemnify GEICO and/or the Released Parties for any unpaid taxes, penalties, interest, attorney fees or costs concerning the tax treatment of any pay/benefits to you under the Settlement Agreement and this General Release that are determined by the relevant authorities to be your responsibility.
- VI. No Admission.** Nothing concerning this General Release is an admission of any liability or the merits of any claim.
- VII. Non-Disparagement.** You will not directly or indirectly make or publish any statements that are defamatory or maliciously false about GEICO and/or the Released Parties. Nothing in this section interferes with Your claims or rights in this General Release's Release Exclusions section.



- VIII. Drafting.** This General Release will be interpreted as a whole, without regard to its drafter, using its fair meaning.
- IX. Applicable Law.** Where not superseded by federal law, this General Release will be interpreted under the laws of Maryland.
- X. Enforceability.** A court that finds any part of this General Release to be unenforceable should modify that part the minimal amount to be enforceable. A court that finds any such part incapable of being so modified should sever it and enforce the rest of the General Release. A party's decision not to enforce the General Release is not a waiver of any future violation.
- XI. Entire Agreement.** In addition to the Settlement Agreement entered into by the Parties, this General Release is the complete understanding between You and GEICO and/or the Released Parties; it replaces any other written or oral agreements, representations or promises, except as it specifically provides otherwise; and it can be changed only by a jointly signed document which specifically references it.
- XII. Confidentiality.** You agree to keep all terms of the Settlement Agreement confidential prior to the public court docket filing of a motion for the Court's approval of this Settlement entered in connection with the *Benvenuti, Willis, and Rice* litigation.
- XIII. Other Representations.** You agree:

- ☒ You were advised in writing, by this General Release, to consult with an attorney before signing below; and
- ☒ You are signing this General Release knowingly and voluntarily.


 12/22/2025

Signature Date

Cherale Willis

Name: \_\_\_\_\_

Signed by:

 December 19, 2025

Signature Date

Christopher B Trumpower

Name: \_\_\_\_\_

Director and Assistant GC, Corporate Litigation

Title: \_\_\_\_\_

# EXHIBIT 4

***Benvenuti, et al. v. GEICO General Ins. Co., et al.***  
***Case No. 22-CV-00182 (M.D. Ga.)***

***Willis, et al. v. Government Employee Insurance Company, et al.***  
***Case No. 23-CV-00430 (M.D. Ga.)***

***Rice, et al. v. Government Employee Insurance Company,***  
***Case No. 23-CV-00414 (M.D. Ga.)***

## **RETALIATION RELEASE**

As a condition of receiving a Retaliation Claim Settlement Payment under the Settlement Agreement, you hereby agree to this Retaliation Release on behalf of yourself and your heirs, representatives, successors, and assigns (collectively “**You**”).

The purpose of this Retaliation Release is for You to release and waive all legal claims You may have against Government Employee Insurance Company and GEICO General Insurance Company (collectively, “**GEICO**”) including its current and former parents, related or affiliated companies, subsidiaries, predecessors, successors, and/or divisions and each of their benefit plans, plan fiduciaries and/or administrators, shareholders, present and former officers, directors, employees, agents, attorneys, representatives, insurers, successors, and assigns (the “**Released Parties**”).

- I. **Release.** In exchange for the consideration of your Retaliation Claim Settlement Payment, You fully and finally release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state, local, or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**Retaliation Release**”). This Retaliation Release expressly includes, but is not limited to, the claims for retaliation under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (the “**FLSA**”) that You asserted in one of the above-captioned actions. The Retaliation Release includes any unknown claims You do not know or suspect to exist in Your favor as of the Effective Date, which, if known by You, might have affected Your settlement with, and release of, the Released Parties or might have affected Your decision to agree to this Settlement or the Retaliation Release. For avoidance of doubt, by agreeing to this Retaliation Release, You agree to fully and finally release, without limitation, any and all claims under the FLSA and any other state, county, or local laws, statutes, regulations, ordinances, or wage orders for alleged unpaid overtime, regular, straight-time, or minimum wages; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including upon employment termination; and contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement or this

Retaliation Release. Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law. The Retaliation Release also includes any known or unknown claims covered by any suit, class action, collective action, administrative claim, or other claim of any sort or nature whatsoever against the Released Parties, for the time periods in the Settlement Agreement.

- II. Release Exclusions.** This Retaliation Release excludes any claims arising out of incidents that occur after You sign this Retaliation Release or any claims this Retaliation Release cannot waive as a matter of law, such as any claims to workers' compensation or unemployment benefits, including any whistleblower protections, or any right you might have to file a charge with or participate in an investigation conducted by the U.S. Equal Employment Opportunity Commission (the "**EEOC**"), the National Labor Relations Board (the "**NLRB**"), or similar agency, but You agree to forfeit any monetary recovery or other relief should the EEOC, NLRB, or any other agency pursue claims on Your behalf. Nothing in this Retaliation Release limits Your right to provide information, assist or participate in any investigation, proceeding, or litigation concerning any administrative claim with any government agency under any law that protects such rights or to file such a claim. However, You agree to give up any money or other personal benefit, directly from GEICO and/or the Released Parties, from any such claim or litigation arising out of any incident that occurred prior to the date You sign this Retaliation Release, except if prohibited by law.
- III. Approval By The Court.** In the event that the Court denies Your request for a Retaliation Claim Settlement Payment, this Retaliation Release will be void and You shall only release claims pursuant to Section D(b)(iii) of the Settlement Agreement that are approved by the Court, and that the terms of Section D(k) of the Settlement Agreement shall apply with respect to all claims not covered by Section D(b)(iii) of the Settlement Agreement.
- IV. Covenant Not to Sue.** As further inducement to GEICO and/or the Released Parties to enter into this Agreement, and as a material condition thereof, You promise, warrant, and covenant on behalf of Yourself and your heirs, representatives, successors, assigns, and attorneys, not to sue any of the Released Parties in any forum for any claims covered by this Retaliation Release to the fullest extent allowed by law.
- V. Tax Treatment.** GEICO will issue an Internal Revenue Service Form 1099 to You for the Retaliation Release Settlement Payment. You agree to indemnify GEICO and/or the Released Parties for any unpaid taxes, penalties, interest, attorney fees or costs concerning the tax treatment of any pay/benefits to you under the Settlement Agreement and this Retaliation Release that are determined by the relevant authorities to be your responsibility.
- VI. No Admission.** Nothing concerning this Retaliation Release is an admission of any liability or the merits of any claim.
- VII. Non-Disparagement.** You will not directly or indirectly make or publish any statements that are defamatory or maliciously false about GEICO and/or the Released Parties.

Nothing in this section interferes with Your claims or rights in this Retaliation Release's Release Exclusions section.

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- XII. Confidentiality.** You agree to keep all terms of the Settlement Agreement confidential prior to the public court docket filing of a motion for the Court's approval of this Settlement entered in connection with the *Benvenuti*, *Willis*, and *Rice* litigation.
- XIII. Other Representations.** You agree:

- ☒ You were advised in writing, by this Retaliation Release, to consult with an attorney before signing below; and
- ☒ You are signing this Retaliation Release knowingly and voluntarily.

*Amalia Benvenuti*

12/21/2025

Signature

Date

Name: Amalia Benvenuti

Signed by:

*Christopher B. Trumpower*

December 19, 2025

Signature

Date

Name: Christopher B Trumpower

Title: Director and Assistant GC, Corporate Litigation

***Benvenuti, et al. v. GEICO General Ins. Co., et al.***  
***Case No. 22-CV-00182 (M.D. Ga.)***

***Willis, et al. v. Government Employee Insurance Company, et al.***  
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- I. Release.** In exchange for the consideration of your Retaliation Claim Settlement Payment, You fully and finally release and forever discharge all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or unasserted, against the Released Parties, whether in tort, contract, or for violation of any state, local, or federal statute, rule, or regulation through the Effective Date of the Settlement with the sole exception of any claims which cannot be released as a matter of law (the “**Retaliation Release**”). This Retaliation Release expressly includes, but is not limited to, the claims for retaliation under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (the “**FLSA**”) that You asserted in one of the above-captioned actions. The Retaliation Release includes any unknown claims You do not know or suspect to exist in Your favor as of the Effective Date, which, if known by You, might have affected Your settlement with, and release of, the Released Parties or might have affected Your decision to agree to this Settlement or the Retaliation Release. For avoidance of doubt, by agreeing to this Retaliation Release, You agree to fully and finally release, without limitation, any and all claims under the FLSA and any other state, county, or local laws, statutes, regulations, ordinances, or wage orders for alleged unpaid overtime, regular, straight-time, or minimum wages; failure to provide compliant meal and/or rest breaks; failure to pay meal and/or rest period compensation; failure to maintain required business records; failure to provide accurate or complete itemized wage statements; failure to compensate for all time worked; failure to properly calculate compensable time worked or the regular rate of pay; waiting time penalties; failure to pay all wages due in a timely manner, including upon employment termination; and contributions to any 401(k) or other retirement or employee benefit plan based on payments made by reason of the Settlement Agreement or this




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- XIII. Other Representations.** You agree:

- ☒ You were advised in writing, by this Retaliation Release, to consult with an attorney before signing below; and
- ☒ You are signing this Retaliation Release knowingly and voluntarily.

  
 Signature \_\_\_\_\_ Date 12/19/2025

Name: Christopher Rice

Signed by:  
  
 Signature \_\_\_\_\_ Date December 19, 2025

Name: Christopher B Trumpower

Title: Director and Assistant GC, Corporate Litigation