

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
PENNSYLVANIA

NICK A. CONTI, INDIVIDUALLY AND ON :  
BEHALF OF A CLASS OF SIMILARLY :  
SITUATED PERSONS, :

Plaintiff, :

vs. :

THE GENERAL AUTOMOBILE :  
INSURANCE SERVICES, INC. :  
AND THE PERMANENT GENERAL :  
ASSURANCE CORPORATION OF OHIO, :

Defendants. :

FEBRUARY TERM, 2021

No. 1413

ORDRF-Conti Vs The General Automobile Insurance Services [SHJ]



**[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF THE  
CLASS ACTION SETTLEMENT AND FOR APPROVAL OF ATTORNEYS FEES  
LITIGATION EXPENSES AND NAMED PLAINTIFF ENHANCEMENT AWARD**

AND NOW this 2<sup>nd</sup> day of February, 2026, a hearing having been held before this Court to: (a) determine whether to grant final approval to the proposed Class Action Settlement as fair, reasonable and adequate; (b) rule on Class Counsel's Motion for Approval of Payment of Attorneys' Fees, Litigation Expenses and Named Plaintiff Enhancement Award; and (c) consider whether to enter the Final Approval Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Court hereby finally certifies a Settlement Class, pursuant to Pa.R.Civ.P. 1702, 1708 and 1709, as follows:

Persons who: (a) who sustained injury in a motor vehicle accident; (b) who were insureds under a policy that originally provided unstacked uninsured and/or underinsured motorist benefits; (c) where a new vehicle was added to the policy by endorsement, i.e. Amended Declarations Pages, not by operation of any "Additional Acquired Auto" or "Newly Acquired Vehicle" clause; (d) where that person made a claim under that General Policy for recovery of uninsured and/or underinsured motorist benefits; (e) where The General did not obtain a new Waiver of Stacked Uninsured and/or Underinsured Motorist Coverage; and (f) where The General refused to provide stacked coverage. Excluded from the Class are (i)

Persons who opt-out of the Settlement in accordance with the terms of this Agreement; and (ii) The General, any parent, subsidiary, affiliate, or controlled person of The General, as well as the officers, directors, agents, servants, and employees of The General, any trial judge who may preside over this Action and Class Counsel.

2. Upon final review, the Settlement Agreement entered into between the parties appears to be fair, reasonable and adequate to the Settlement Class. Accordingly, the proposed Settlement is finally approved.

3. The Court finds that the prerequisites to a class action under Pa.R.Civ.P. 1702, 1708 and 1709 have been satisfied for settlement purposes only in that:

- a. there are approximately 93 Settlement Class Members;
- b. the claims of the class representatives are typical of those of the other members of the class;
- c. there are questions of fact and law that are common to all members of the class;
- d. the class representatives will fairly and adequately protect the interests of the class;
- e. the action is maintainable as a class action under Pa.R.Civ.P. 1708 for settlement purposes.

4. The Court has jurisdiction over the subject matter, including all matters necessary to effectuate the Settlement Agreement, dated November 19, 2024 (“Settlement Agreement”) including the Plaintiff, the Class, and Defendant, The General Automobile Insurance Services, Inc. and The Permanent General Assurance Corporation of Ohio, and related entity Permanent General Assurance Corporation (collectively “Defendant” or “The General”).

5. On February 13, 2025, the Court preliminarily approved the Settlement and ordered the parties to disseminate Notice, in form approved by the Court. The Notice was mailed by the Claims Administrator, Verita Global (“Verita”), by the Notice Date, March 26, 2025, as directed by the Court. The Notice was sent to 89 Class Members. Verita also e-mailed the Notices to

Class Members where a valid e-mail address was available. Since mailing the Notices to the Class Members, Verita has received 32 Notices returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, Verita performed address searches for undeliverable Notices and was able to find updated addresses for 4 Class Members. On May 22, 2025, Verita also caused the Follow Up Class Settlement Notice to be printed and mailed to the 89 names and mailing addresses in the class list supplied by Defendant.

6. The form and method of notifying the Class of the terms and conditions of the Settlement Agreement satisfies the requirements of Pa. R. Civ. P. 1712 and Pa. R. Civ. P. 1714(c), due process, and any other applicable law, and constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

7. The Court has been advised that there are no Class Members who objected to the Settlement and no Class Members who opted out of the Settlement.

8. The Settlement Agreement is, therefore, approved as fair, reasonable, and adequate, and the Parties are directed to consummate the Settlement in accordance with and subject to the terms and provisions of the Settlement Agreement.

9. The Court finds that an award of attorneys' fees and costs in the total amount of \$577,500.00 is fair and reasonable; and therefore, approves such award. Class Counsel has the sole and absolute discretion to allocate this award to Plaintiff's counsel based on each attorney's contributions to the prosecution and settlement of this action.

10. The Court finds that a Named Plaintiff Enhancement Award in the amount of \$7,500 is fair and reasonable; and therefore, approves such award.

11. It is, therefore, hereby adjudged and ordered that Plaintiff and the Class including each and every one of their representatives, attorneys, heirs, assigns, or any other person acting on

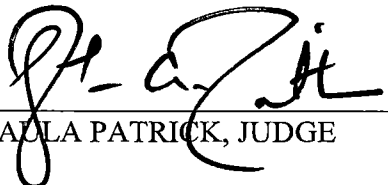
their behalf or for their benefit, and any person claiming through them, fully release and discharge Defendant The General Automobile Insurance Services, Inc. and The Permanent General Assurance Corporation of Ohio, and related entity Permanent General Assurance Corporation (collectively "Defendant" or "The General"), for the Released Claims as set forth in the Settlement Agreement.

12. Exclusive jurisdiction is hereby retained over the parties and the Class Members by this Court for all matters relating to this litigation, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order.

13. Without further order of the Court, the Settling Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

14. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court dismissing this Action with prejudice.

**IT IS SO ORDERED:**

  
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PAULA PATRICK, JUDGE