

EXHIBIT B

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

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

Plaintiffs,

v.

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

Defendants.

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

DECLARATION OF CHRISTOPHER B. HALL

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

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

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

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

5. Discovery has revealed that over 31,000 class members submitted first party total loss claims during the class period and were not paid the TAVT due under their GEICO Policy. The total underpayments are approximately \$5,100,000.00. The average class member TAVT underpayment is approximately \$164.00. Plaintiffs’ expert Jeffrey Martin has calculated the total

class members and damages but has been out of the country for the last thirty days, returning October 20, 2023. Plaintiffs plan to file a supplemental declaration from Mr. Martin relating to class size and damages.

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

7. The Agreement was reached pursuant to arms-length negotiations without collusion.

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

9. The TAVT percentage to be applied to the assessment value was 6.75% in the class period April 29, 2014 through December 31, 2014, and 7% for the class period January 1, 2015 through December 31, 2019. Elton Decl. at ¶ 11; O.C.G.A. § 48-5C-1(b)(1)(A) (all prior versions). The Agreement requires full payment of TAVT based on these percentage rates applied to the fair market value in the applicable Assessment Manual for those claims. Agreement at ¶ 74(a).

10. To counsel's knowledge, Georgia is the only state that imposes a title ad valorem tax in this manner. Counsel believes this case was the first case alleging failure of an insurer to pay the proper TAVT. No court has decided how the TAVT regulation should be applied to total loss claims. The Agreement resolves these issues in favor of the Settlement Class. Agreement at ¶ 148.

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

12. The proposed Agreement provides that Class Counsel may apply for attorneys' fees not to exceed \$1,504,500.00 and proven costs not to exceed \$86,000.00. Agreement at ¶ 87. Plaintiffs have expended over \$70,000.00 in experts, pre-settlement class action notice, and data expenses and expect final expenses to approach \$86,000.00.

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

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

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

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

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

18. Plaintiff has gained a complete understanding of all issues in this litigation.

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

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

21. Attorneys' fees and costs were negotiated after resolution of the class damages. *Cook*, 2020 U.S. Dist. LEXIS 111956 at *24.

22. After negotiating the class settlement, the parties considered a more expansive release of claims by Plaintiff. The Parties reached an agreement for more expansive release (beyond the release for claims relating to TAVT) for \$5,000.

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

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

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

26. I also developed the theory of the case and was one of lead class counsel in an

antitrust case against Sirius XM that resulted in a significant class action settlement. See e.g., *Blessing v. Sirius XM Radio, Inc.*, No. 1:09-cv-10035 (S.D.N.Y.)

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

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

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

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

31. Edelsberg P.A. has achieved numerous successful settlements, including a \$2.74 million settlement in *Picton v. Greenway Dodge*, a TCPA case in the Middle District of Florida; a \$12 million settlement in *Ostendorf v. Grange Ins. Co.*, a total-loss case in the Southern District

of Ohio in which Edelsberg P.A. successfully defended a motion to dismiss and motion to compel appraisal and settled for 100 cents on the dollar on a class-wide basis while on interlocutory appeal; and a \$25.9 million settlement in *Goldschmidt v. Rack Room*, a case in the Southern District of Florida.

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

33. Among them, counsel for the Plaintiffs have extensive and significant experience in class litigation, complex business litigation, appellate litigation, insurance litigation, and hundreds of trials in numerous contexts, as well as experience litigating throughout the State of Ohio. Moreover, counsel has the resources and is committed to expending whatever resources are necessary to litigate this case and protect the interests of Class Members. Proposed Class Counsel have expended hundreds of thousands of dollars in other cases prosecuting claims on behalf of class members, and expended thousands of hours of attorney time pursuing those claims. .

Further the declarant sayeth naught.

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

Dated this 16th day of October 2023.

/s/Christopher B. Hall
Christopher B. Hall

