IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

Saki Kohama, on behalf of herself and all others similarly situated, Plaintiff, v. Government Employees Insurance Company, Defendant.	Case No. 8:24-cv-00743-TDC

NOTICE OF CLASS ACTION SETTLEMENT

This Notice is about a proposed settlement of the above class action litigation. It has been authorized by the United States District Court for the District of Maryland and contains important information about your right to participate in the Settlement or exclude yourself. The following pages summarize your options, your rights, and frequently asked questions.

INTRODUCTION

A Settlement has been reached in a class action lawsuit against Government Employees Insurance Company ("GEICO" or "Defendant") based on claims that GEICO failed to correct inaccurate information regarding insurance claims that it had reported to consumer reporting agency LexisNexis Risk Solutions, Inc. ("LexisNexis"), after consumers disputed the information. The lawsuit is known as *Kohama v. GEICO*, Civil Action No. 8:24-cv-00743-TDC (D. Md.) ("Litigation"). GEICO denied and continues to deny the allegations against it. The parties have reached a Settlement Agreement that provides for a proposed Settlement.

The case addresses information reported by GEICO to the "Comprehensive Loss Underwriting Exchange" ("C.L.U.E.") operated by consumer reporting agency LexisNexis. Plaintiff Saki Kohama ("Plaintiff") asserts that GEICO reported inaccurate information about her to LexisNexis, and that this information was included on C.L.U.E. reports to car insurance companies about her, causing her to have higher car insurance rates. Plaintiff disputed this inaccurate information through LexisNexis, and asserts that GEICO failed to comply with its obligations to reinvestigate and correct the information, or to note that the information was under dispute.

Plaintiff's legal claim is that GEICO violated a federal law called the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*. ("FCRA") by failing to properly investigate disputes submitted to GEICO through LexisNexis regarding information on a C.L.U.E. report that did not belong to the consumer or any person on their car insurance policy. The Court has not decided who is right and who is wrong or whether this case could, in the absence of settlement, proceed as a class action. However, Plaintiff and Defendant have agreed to resolve the claims of a group of individuals called the "Settlement Class." The Settlement Class is defined as follows:

> All persons who (i) filed one or more disputes through LexisNexis Risk Solutions, Inc. between March 13, 2022 and May 1, 2026; (ii) disputed information that they contended was incorrectly linked to their C.L.U.E. report or reflected a mixed file (i.e., the disputed information did not belong to them); (iii) disputed information that was not attributable to an insured or member of their household; (iv) received a response from LexisNexis Risk Solutions, Inc. indicating that the source of the disputed information was Defendant; (v) received a response from LexisNexis Risk Solutions, Inc. stating that the disputed information was "unverifiable" or "accurate"; (vi) disputed information which Defendant did not notify LexisNexis Risk Solutions, Inc. should be corrected or removed from the consumer's file; (vii) disputed information that remained uncorrected or unremoved from their C.L.U.E. report; and (viii) are reflected in the Settlement Class List generated by Defendant.

If you received a Notice of the Settlement in the mail or by email, you may meet the criteria for membership in the Settlement Class.

The Parties have agreed to settle the Litigation subject to the approval of the Court via a signed Class Settlement Agreement and Release (the "Settlement Agreement"). Defendant has agreed to pay a maximum of One Million Six Hundred and Fifty Thousand Dollars ($1,650,000) to create a Settlement Fund that will provide compensation to Settlement Class Members, pay for notice and administration, provide for any approved Service Award to Class Representative, and compensate Class Counsel for any approved attorneys' fees and costs.

The Parties reached this Settlement through negotiations and have presented it to the Court. As determined through that process, you may meet the criteria for membership in the Settlement Class, and your legal rights may be affected. These rights and options are summarized below and explained in detail throughout this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A PAYMENT	If you do not exclude yourself from the Settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately $150. If you do not exclude yourself from the Settlement, the Court approves the Settlement, and it becomes final and effective, a check will be mailed to the address the Parties identified for you, or you can elect to receive a digital payment. You will be bound by the Final Approval Order and will release the Released Claims, meaning that you will not be allowed to pursue the claims raised in this Litigation against Defendant separately. You may update your address with the Settlement Administrator and/or elect a digital payment on the website using the Notice ID and PIN from your Notice: www.Kohama2026Settlement.com.
EXCLUDE YOURSELF	The Court will exclude from the Class any Class Member who requests exclusion in accordance with the terms of the Settlement Agreement. If you are excluded from the Class, you will receive no benefits from the Settlement or the lawsuit. Requesting exclusion is the only option that will retain your right to bring your own lawsuit against GEICO about the claims described above. If you are not excluded from the Class, you will be bound by the judgment in the case. If you choose to request exclusion, you must do so by **October 20, 2026** and must do so by writing to the Settlement Administrator at the address below. For more information about how to exclude yourself, see www.Kohama2026Settlement.com.
OBJECT TO THE SETTLEMENT	You may object to any of the terms of the Settlement Agreement, including the proposed award of attorneys' fees of approximately $549,945, the litigation expenses of up to $10,000 and/or the separate Service Award to Class Representative of up to $10,000. For more information on these awards, including Class Counsel's request for fees which will be available on **October 21, 2026**, see www.Kohama2026Settlement.com. Your deadline to object is **October 31, 2026**. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see www.Kohama2026Settlement.com.
GO TO A HEARING	You may speak at the Final Approval Hearing, set for **January 14, 2027** if you submit an objection by **October 31, 2026** and mail in a letter saying that you would like to appear and be heard at the hearing. Any change to the date or time of the Final Approval Hearing will be posted on the Settlement website.

FREQUENTLY ASKED QUESTIONS

Question 1. Why did I receive this Notice?

A court ordered that this Notice be provided to you because you may meet the criteria for membership in the Settlement Class and have a right to know about the proposed Settlement of a class action lawsuit and its possible effect on you. This Notice explains the lawsuit, the Settlement, and your legal rights.

Question 2. What is a class action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These similarly situated people are known as Settlement Class Members. In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Theodore D. Chuang, United States District Judge, is presiding over the Litigation.

Question 3. Why is there a Settlement?

Based upon Class Counsel's analysis and evaluation of the merits of the claims made against Defendant in the Litigation and the substantial risks associated with continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Plaintiff and Defendant entered into this proposed Settlement. Class Counsel is satisfied that the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate, and that the Settlement is in the best interest of Settlement Class Members.

Question 4. How much will I get as part of the Settlement?

GEICO has agreed to establish a Settlement Fund of $1,650,000, which will be used to make payments to all Settlement Class Members. The Settlement Fund will also cover the costs of administering the Settlement, a $10,000 Service Award to Plaintiff Saki Kohama, $549,945 in attorneys' fees, and litigation expenses of up to $10,000.

All Settlement Class Members whose notices are not returned as undeliverable and who do not request exclusion will receive an automatic payment in an equal amount from the Settlement Fund after payment of the costs of notice and administration, approved attorneys' fees and litigation costs, and the approved Service Award. These payments are expected to be approximately $150 each.

Question 5. Who brought this lawsuit and are they being compensated?

This lawsuit was brought by Plaintiff Saki Kohama, who took a lead role in the Litigation and assisted in its resolution. In addition to her proportional share as described in Question 4, Class Counsel will request that the Court award her an additional $10,000 to reflect the time and energy she expended on behalf of herself and Settlement Class Members. The Court may choose to award a different amount.

Question 6. What do I have to do to be included in the Settlement?

You do not need to do anything to receive a payment.

If the Settlement is granted final approval by the Court, the Litigation will be dismissed with prejudice and Settlement Class Members who do not opt-out will fully release and discharge Defendant. This means that you cannot sue, continue to sue, or be a party to any other lawsuit against Defendant regarding the claims brought in this case. It also means that all of the Court's orders will apply to you and legally bind you. The specific claims you are giving up against Defendant are described in **Sections III. (Definitions: Released Claims)** and **XVIII (Release, Waiver and Covenant Not to Sue)** of the Settlement Agreement, which can be found on the Settlement website, www.Kohama2026Settlement.com.

Question 7. How do I exclude myself from the Settlement?

Settlement Class Members who elect to opt-out of the Settlement as set forth in this Agreement must submit a written, signed statement that he or she is opting out of the Settlement (a "Request for Exclusion") and mail it to the Settlement Administrator as follows:

Kohama v. GEICO Settlement
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

A Request for Exclusion must include (1) your name, mailing address, and telephone number; and (2) a statement substantially to the effect that: "I request to be excluded from the Settlement Class in the matter of *Kohama v. GEICO*." All Requests for Exclusion must be postmarked no later than **October 20, 2026**. If you exclude yourself from the Litigation, you will NOT be allowed to object to the Settlement as described in Question 12.

Question 8. If I remain in the Settlement Class, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendant for claims brought in this case or which could have been brought in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if the Settlement will affect your other case. Remember, the exclusion deadline is **October 20, 2026**.

Question 9. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

Question 10. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as "Class Counsel" to represent you and the other Settlement Class Members:

James A. Francis
John Soumilas
FRANCIS MAILMAN
SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
(215) 735-8600

Courtney Weiner
LAW OFFICE OF COURTNEY
WEINER PLLC
1629 K Street NW, Suite 300
Washington, DC 20006
(202) 827-9980

You will not be charged for these lawyers. You will not be charged for calling, emailing, or speaking confidentially to Class Counsel. You are permitted to call Class Counsel with any questions and such communications will be confidential and protected. Class Counsel's fees are being paid from the total Settlement Fund as part of the Settlement and are subject to the approval of the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

Question 11. How will the lawyers be paid?

Class Counsel will ask the Court to approve a payment of attorneys' fees of no more than one-third of the Settlement Fund, or $549,945, as well as up to $10,000 in litigation costs and expenses. These payments are to compensate Class Counsel for the work they have performed in the Litigation including filing pleadings and briefs, investigating the facts, conducting discovery, attending court conferences, participating in settlement discussions, and negotiating and overseeing the Settlement. Class Counsel's request for this payment will be posted to the Settlement website on **October 21, 2026**.

Question 12. How do I tell the Court that I don't like the Settlement?

If you wish to present your objection to the Court, you must state your intention to do so in a written statement. Your statement should be as detailed as possible, otherwise the Court may not allow you to present reasons for your objection that you did not describe in your written objection. The statement must include: (i) your name, address, telephone number, and email address, and if you have your own lawyer, the contact information for your lawyer; (ii) the specific legal and factual bases for all objections; (iii) whether you intend to appear at the Final Approval Hearing, either with or without a lawyer; (iv) a statement of your membership in the Settlement Class; and (v) a detailed list of any other objections you or your lawyer(s) have submitted to any class action settlement submitted in any court, whether state or federal, in the United States in the previous five (5) years. Your objection may not be heard unless it is submitted timely or postmarked by **October 31, 2026**, and mailed to the Settlement Administrator at:

Kohama v. GEICO
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

The Settlement Administrator will share your objection with Class Counsel and Defendant's counsel and file your objection statement with the Court, and may request an opportunity to speak with you before any conference or hearing with the Court. You may not object to the Settlement if you submit a letter requesting to exclude yourself or opt-out of the Settlement.

Question 13. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement ("opting out") is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you send an objection, it is not necessary for you to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend. As long as you mailed your written objection on time, the Court will consider it. If you do attend the hearing, it is possible that you will not be permitted to speak unless you timely object in writing as described above and notify the Court of your intention to appear at the Final Approval Hearing.

Question 14. Has the Court approved the Settlement?

The Court has granted preliminary approval of the Settlement and anticipates making a final determination after Notices are sent. The Court will ultimately consider whether the terms of the Settlement are fair, reasonable, and adequate – after reviewing submissions by the Parties, which are publicly available via Pacer.gov and will be posted on the Settlement website.

However, if you wish to raise a valid concern, you should alert the attorneys and you can appear at a Final Approval Hearing conference before the Court on **January 14, 2027**, at **2:30 p.m.**, in Courtroom 2B of the United States Courthouse located at 6500 Cherrywood Lane, Suite 245, Greenbelt, MD 20770 if your issue is not resolved to your satisfaction with the attorneys. If there are objections, the Court will consider them. The Judge will decide whether to listen to any issues that are properly raised. Any change to the date or time of this hearing will be posted to this website.