

APPENDIX A

RELEASE

Except where otherwise indicated, all capitalized terms in this Release shall have the meaning set forth in the Notice to which this Release is attached and incorporated as Appendix "A."

Upon the Effective Date, Plaintiffs and all other Settlement Class Members who have not been recognized by the Court as excluded from the Settlement Class, hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent Companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

"Releasing Parties" means Plaintiffs, and each and every Settlement Class Member who has not been recognized by the Court as excluded from the Settlement Class, on behalf of themselves and each of their respective heirs, trustees, executors, administrators, representatives, fiduciaries, principals, beneficiaries, assigns, agents, attorneys, partners, successors and predecessors-in-interest and/or anyone claiming through them or acting or purporting to act for them or on their behalf, with respect to the claims raised in the Action.

"Released Parties" means (a) the GEICO Companies; (b) the GEICO Companies' past, present, and future direct and indirect owners, investors, parents, subsidiaries, and other corporate affiliates; (c) the GEICO Companies' successors and predecessors and their past, present, and future direct and indirect owners, investors, parents, subsidiaries, vendors, and other corporate affiliates; and (d) the GEICO Companies' insureds, with respect to the claims raised in the Action, and each of their respective present and former officers, directors, employees, insurers, insureds, attorneys, predecessors, successors, assigns, and/or anyone acting or purporting to act for them or on their behalf.

"Released Claims" means any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, alleged or unalleged, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of bad faith claims), claims or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against the Released Parties arising from GEICO Companies manner of calculating reimbursements to be made pursuant to the Limiting Charge, Outpatient Prospective Payment System ("OPPS") and Budget Neutrality Adjustment ("BNA") payment methodologies, and whether the GEICO Companies improperly allowed an amount that is less than the Highest Allowable Amount Under Medicare Part B for 2007, resulting in an underpayment, for charges submitted for medical services provided to persons insured under certain motor vehicle insurance policies issued by the GEICO Companies

Nothing in this release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the dispute resolution processes detailed therein.