

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

McCoy v. Geico Indemnity Company,
Case No. 3:20-cv-05597-BRM

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

**A court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in the case *McCoy v. Geico Indemnity Company*, Case No. 3:20-cv-05597-BRM, entitling members of the Settlement Class who submit a valid and timely claim form to payment of title and registration transfer fees (“Replacement Fees”) for Covered Total Loss Claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Call 1-877-753-7737 toll-free or visit www.NJTotalLossAutoSettlement.com for more information.

What Is a Class Action?

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a class or class members. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all class members in a single action, except for those persons or entities who ask in writing to be excluded from the class.

What Is this Class Action About?

Plaintiff alleges that GEICO Indemnity Company breached its contracts (Automobile Insurance Policies) by failing to fully pay Plaintiff and other New Jersey insureds who submitted physical damage claims for their vehicles during the Class Period, and which resulted in a Total Loss Claim Payment. Specifically, Plaintiff alleges that GEICO Indemnity failed to pay full Replacement Fees following a total loss. GEICO maintains that it complied with the terms of the Automobile Insurance Policies and applicable law and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

Settlement Terms

As a part of the Settlement, GEICO has agreed to pay Settlement Class Members who were insured by GEICO Indemnity Company or other affiliated GEICO insurers (except for Government Employees Insurance Company) and who submit a valid timely Claim, upon Court approval:

Questions? Call 1-877-753-7737 toll-free, or visit www.NJTotalLossAutoSettlement.com

Up to \$58.05 (less any amount in Replacement Fees originally included in the total-loss claim payment), reduced by each claimant's proportional share of Class Counsel Fees and court-awarded costs. Class Counsel is seeking Fees and Costs not to exceed \$520,482.00 from the Monetary Relief, and a Service Award not to exceed \$6,500.00 to the Class Representative, with all amounts to be approved by the Court. Class Counsel's motion for attorneys' fees, costs and expenses shall be made available at www.NJTotalLossAutoSettlement.com and the Court's PACER website at www.pacer.uscourts.gov.

In exchange, Plaintiff and the Settlement Class Members who do not exclude themselves agree to give up any claim they have for payment of fees in relation to their total loss claims. If you are a member of the Settlement Class, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the Settlement Class, which means you are not eligible for payment, and you maintain your right to sue GEICO individually and separately for payment of Transfer Fees. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

How Do I Know if I'm a Member of the Settlement Class?

You may be a member of the Settlement Class if you insured a vehicle for physical damage coverage under a New Jersey personal automobile policy that defined "Actual Cash Value" under Section III of the policy as "the replacement cost of the auto or property less *depreciation* and/or *betterment*" issued by GEICO providing personal auto physical damage coverage in the class period, who made a first-party claim under the policy for physical damage to their insured vehicle during the Class Period, whose claim was adjusted as a total loss under their policy's comprehensive or collision coverage, and who was not paid full Replacement Fees. The Class Period is May 6, 2014 through January 1, 2020 for a vehicle you owned or financed, and May 6, 2014 through August 1, 2020 for leased vehicles. Policyholders of Government Employees Insurance Company are not members of the Settlement Class.

If you already received full Replacement Fees as part of your Total Loss Claim Payment, you are not part of the Settlement Class. You received this Notice because GEICO's records indicate you had a Total Loss claim and therefore may be a member of the Settlement Class.

If I Am a Class Member, What Are My Options?

If you are a Class Member, you have four options.

Option 1: Submit a Claim for Payment.

You may submit a Claim for payment of unpaid Replacement Fees. The maximum amount Defendant has agreed to pay for all Settlement Class Member Payments, Counsel Fees, and Court-awarded costs total is \$1,892,662.00. You can submit a claim by signing the Claim Form you receive in the mail, carefully tearing at the perforation, and putting the Claim Form in the mail. You can call 1-877-753-7737 or visit www.NJTotalLossAutoSettlement.com and request that the Claims Administrator send you a Claim Form (or a blank form that you will need to fill out).

If you submit a Claim Form in the mail, it must be postmarked no later than **January 3, 2025**. If the address you submit on your Claim Form changes, you must contact the Claims Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

You can also submit a claim online at www.NJTotalLossAutoSettlement.com by entering your Claimant ID with unique PIN or valid total loss claim number. Online Claims must be submitted by 11:59 p.m. EST on **January 3, 2025**. Your Claimant ID and PIN can be found on the postcard and email notices you received.

Option 2. Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **December 19, 2024** as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue GEICO separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

McCoy Class Action Settlement
c/o JND Legal Administration
P.O. Box 91088
Seattle, WA 98111

A request for exclusion must be postmarked on or before **December 19, 2024**.

Your request for exclusion must contain the following:

1. The name of the Action (*McCoy v. Geico Indemnity Company*)
2. Your full name;
3. Your current address;
4. Your phone number;
5. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
6. Your signature.

The Claims Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF **DECEMBER 19, 2024, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

The district court is conducting a **FAIRNESS HEARING** on **JANUARY 27, 2025, at 10 A.M. EST** in Courtroom 6E of Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, NJ 08608, to decide whether to grant final approval of the Proposed Settlement. The date of the **FAIRNESS HEARING** may change without further notice to the class. You should be advised to check the

Questions? Call 1-877-753-7737 toll-free, or visit www.NJTotalLossAutoSettlement.com

settlement website at www.NJTotalLossAutoSettlement.com or the Court's PACER website at www.pacer.uscourts.gov, to confirm that the date of the FAIRNESS HEARING has not been changed. Be advised that the hearing date may change without further notice to the Settlement Class.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.NJTotalLossAutoSettlement.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class Members, you may file a Notice of Intent to Object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to Object to the terms of the settlement (described below) to the following:

McCoy Class Action Settlement
c/o JND Legal Administration
P.O. Box 91088
Seattle, WA 98111

The Notice of Intent to Object to the terms of the settlement must include all of the following information:

1. The name of the case and case number;
2. Your name, address, telephone number, and signature;
3. The specific reasons why you object to the terms of the Proposed Settlement;
4. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement;
5. Whether you and/or your attorney intend to appear at the Fairness Hearing and whether you and/or your attorney will request permission to address the Court at the Fairness Hearing.

If you and/or your attorney intend to request permission to address the Court at the Fairness Hearing, your Notice of Intent must also include all of the following information:

1. A statement of the legal and factual basis for each objection;
2. A list of any and all witnesses the Settlement Class Member may seek to call at the Fairness Hearing;
3. A list of any legal authority the Settlement Class Member will present at the Fairness Hearing;
and
4. Identify either your class member number or full name and address when the total loss occurred.

Notices of Intent to object must be postmarked by **December 19, 2024**. Any Notice of Intent to Object to the settlement that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Fairness Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Settlement Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court, you must file a request for exclusion and not a Notice of Intent to Object to the settlement.

Option 4. Do Nothing Now. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against GEICO for Replacement Fees, even if you do not submit a Claim Form for payment. You will not receive a Settlement Payment if you do not submit a Claim Form for payment.

Who Is Representing the Class?

The Court has preliminarily appointed Plaintiff, DIANE MCCOY, to be the Class Representative of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

DICELLO LEVITT LLC
Mark A. DiCello, Esq.
8160 Norton Avenue
Mentor, OH 44060
440-953-8888
dicellolevitt.com

DICELLO LEVITT LLC
Daniel R. Ferri, Esq.
Ten North Dearborn Street, Sixth
Floor
Chicago, IL 60602
312-214-7900
dicellolevitt.com

NORMAND PLLC
Edmund A. Norman, Esq.
3165 McCrory Place, Suite 175
Orlando, Florida 32803
407-603-6031
normandpllc.com

DAPEER LAW, P.A.
Rachel Edelsberg, Esq.
3331 Sunset Avenue
Ocean, New Jersey 07712
954-799-5914
dapeer.com

EDELSBERG LAW, P.A.
Scott Edelsberg, Esq.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180
786-289-9471
edelsberglaw.com

SHAMIS & GENTILE, P.A.
Andrew J. Shamis, Esq.
14 NE 1st Avenue, Suite 705
Miami, FL 33132
305-479-2299
shamisgentile.com

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites.

Class Counsel will be seeking attorneys' fees and costs of up to \$520,482 from the available settlement benefits, with all amounts to be approved by the Court.

Class Counsel will also seek a Service Award for the Class Representative in the amount of \$6,500.00, from the available settlement benefits, subject to Court approval. The Service Award is designed to reward the Class Representative for securing the recovery awarded to members of the Settlement Class, and to acknowledge the time spent by the Plaintiff participating in the case and prosecuting the claims for the benefit of the Settlement Class.

What Claim(s) Against GEICO Are Class Members Releasing?

As a part of the Settlement, Settlement Class Members agree not to sue GEICO by asserting any claim for payment or non-payment of fees (including, but not limited to, title, registration/handling, plate and other fees) in relation to their total loss claims. Unless you request exclusion from the Settlement Class, you give up the right to individually sue GEICO for unpaid fees (including, but not limited to, title, registration/handling, plate and other fees) as part of your Covered Total Loss Claim, even if you do not submit a Claim Form for payment as part of this Settlement. You are not releasing any other claim against

GEICO. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement at www.NJTotalLossAutoSettlement.com.

How Do I Find Out More About This Lawsuit?

If you have any questions about the settlement or any matter raised in this Notice, please call toll-free at 1-877-753-7737 or go to www.NJTotalLossAutoSettlement.com.

This www.NJTotalLossAutoSettlement.com website provides:

1. A blank Claim Form;
2. The full terms of the Settlement;
3. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
4. A copy of the Complaint filed by Plaintiff and
5. Other general information about the class action.

You also may contact Class Counsel, whose contact information is provided above.

If the address you submit on your Claim Form changes, you must contact the Claims Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE CLERK OF THE COURT, OR GEICO OR GEICO'S COUNSEL REGARDING THIS NOTICE.

DATED: September 4, 2024