

Exhibit 1

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

DIANE MCCOY, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiff,)	Civil Action No.
)	3:20-CV-05597-BRM
v.)	
)	
GEICO INDEMNITY COMPANY, a)	
foreign corporation)	
)	
Defendant.)	
)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”) is entered by Plaintiff Diane McCoy, individually, and on behalf of the Settlement Class, and Defendant GEICO Indemnity Company, along with all related, affiliated, parent, and subsidiary companies, except Government Employees Insurance Company, whose insureds are not part of this settlement (“GEICO”). Plaintiff and Defendant are referred to collectively as the “Parties.” The Parties hereby agree to the following terms in full settlement of this class action, subject to Final Approval, as defined below, by the United States District Court for the District of New Jersey.

RECITALS

WHEREAS, Plaintiff initiated this class action lawsuit on May 6, 2020 in the United States District Court for the District of New Jersey against Defendant GEICO Indemnity Company designated as Case No. 3:20-CV-05597-BRM;

WHEREAS, Plaintiff brought this class action lawsuit on her own behalf and on behalf of a putative class comprised of all insureds (a) who insured a vehicle for physical damage coverage

under a New Jersey personal automobile policy issued by GEICO Indemnity providing personal auto physical damage coverage in the class period; (b) who made a claim under the policy for physical damage to their insured vehicle; (c) whose claim was adjusted as a total loss under their policy's comprehensive or collision coverage during the class period; and (d) who were not paid all title and registration transfer fees to replace a vehicle in New Jersey;

WHEREAS, Plaintiff alleges generally, that, in breach of its personal auto insurance policies Defendant improperly failed to pay Plaintiff and a putative class fully for their total loss claims;

WHEREAS, Plaintiff alleges that under the terms of Defendant's insurance policies, all insureds are owed title and registration transfer fees necessary to replace a vehicle in New Jersey;

WHEREAS, on April 13, 2023, the Court Granted Plaintiff's Motion for Class Certification;

WHEREAS, Plaintiff and Settlement Class Counsel, and Defendant and its counsel, have now had the opportunity to comprehensively evaluate their respective positions relative to the merits of the class action lawsuit;

WHEREAS, the issues in the lawsuit would, if fully litigated, likely result in expensive and protracted litigation, appeals, and continued uncertainty as to the outcome;

WHEREAS, Plaintiff, Settlement Class Counsel, GEICO, and its counsel have concluded that this Agreement provides an appropriate resolution of the class action lawsuit and resolves all issues raised by the class action lawsuit by all Parties, without prolonged litigation and the expense, risk, and uncertainty involved in litigation;

WHEREAS, Plaintiff and Settlement Class Counsel have concluded that this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS, the Parties agree that all potential Settlement Class Members shall have an individual right to be excluded (“opt-out”) from the Settlement Class (as provided for in this Agreement);

WHEREAS, GEICO denies any fault, wrongdoing, or liability to Plaintiff or the Settlement Class Members for monetary damages or other relief and specifically denies that it is required to pay the claimed damages under the terms of the applicable policy contract;

WHEREAS, although GEICO denies any fault, wrongdoing, or liability, GEICO believes that the proposed settlement as described herein is desirable in order to avoid the further significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources; and

NOW, WHEREFORE, considering the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court as follows:

I. DEFINITIONS

As used in this Agreement and the exhibits hereto, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. “Actual Cash Value” means the replacement cost of the auto or property less *depreciation* and/or *betterment*.
2. “Agreement” means this Class Action Settlement Agreement and Release, including all exhibits attached hereto.
3. “Claim” means a request by a Class Representative or a Settlement Class Member for a benefit under the Settlement.

4. “Claim Form” means the Court-approved prefilled claim form attached to or accompanying the Short Form Notice sent by mail, pursuant to which Class Members may elect to participate in the Settlement. The Claim Form is attached hereto as **Exhibit “A.”**

5. “Claims Administrator” means JND.

6. “Claims Deadline” means the date by which Claims must be submitted for purposes of being timely and shall be determined by the date in which the Claim Form is postmarked, or the claim is submitted through the Settlement Website. The Claims Deadline shall be 45 days after the Notice Date.

7. “Class Counsel” means the following attorneys who represent the Plaintiff and the Class Members in this Action:

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8. “Class Notice” means, collectively, the notice provided to Settlement Class Members in the form of the Short Form Notice, Long Form Notice posted to Settlement Website, Claim Form, the Settlement Website, and the toll-free telephone number.

9. “Class Period” means the period commencing May 6, 2014, through January 1, 2020, for owned vehicles, and through August 1, 2020, for leased vehicles.

10. “Class Representative” means Diane McCoy, the named Plaintiff and person to be named by the Court as Class Representative.

11. “Court” means the United States District Court for the District of New Jersey.

12. “Effective Date” means the fifth business day after which all of the following events have occurred: (a) This Agreement has been fully executed by the Parties and/or

their counsel; (b) No Party has terminated the Agreement; (c) Orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Agreement, and approving a form of notice and claims forms as provided in this Agreement; (d) The Court has entered without material change the Final Approval Order and judgment releasing all Released Persons from all Released Claims, and dismissing the class action with prejudice and without leave to amend, as provided in this Agreement; (e) The Court has fully resolved any application made by Class Counsel for a Class Counsel Fee Award and Service Award; and (f) The Final Approval Order has become Final as defined, below.

13. “Final” means that (a) the Final Approval Order is a final, appealable judgment and (b) either (i) no appeal has been taken from the Final Approval Order as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Approval Order having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise and such appeal or other review has been fully and finally resolved in such manner that affirms the Final Approval Order.

14. “Final Approval” means the date that the Court enters the Final Approval Order.

15. “Final Approval Order” means the final Order that the Court enters granting Final Approval to the Settlement, disposing of all claims asserted in the lawsuit with prejudice, and settling and releasing all claims consistent with the terms of this Agreement. The proposed Final Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the

order, which may be entered separately, determining the amount of fees awarded to Class Counsel and the amount of any service award to the Class Representative.

16. “GEICO” means Defendant GEICO Indemnity Company and all other GEICO entities issuing private passenger auto policies in New Jersey, including underwriting companies, their parents, subsidiaries, related or affiliated entities, their predecessors, successors and assigns, except Government Employees Insurance Company.

17. “Legally Authorized Representative” means an administrator/administratrix or executor/executrix of a decedent’s estate, a guardian, conservator, or next friend of an incapacitated person or any other legally appointed person or entity responsible for handling the business affairs of a person, and/or the spouse or domestic partner of any person that otherwise is a member of the Settlement Class.

18. “Long Form Notice” means the Court-approved long form notice, without material alteration from **Exhibit “C,”** to be posted on the Settlement Website and sent to Settlement Class members who so request it.

19. “Notice Date” means the date upon which the Short Form Notice is distributed to Settlement Class Members.

20. “Objection Deadline” means the date no later than 30-days after the Notice Date by which any objections to the Settlement must be postmarked and filed by Settlement Class Members.

21. “Opt-Out Deadline” means the date no later than 30 days after the Notice Date by which Settlement Class Members request to exclude themselves from the Settlement Class must be postmarked.

22. “Parties” means, collectively, Diane McCoy, the Class Representative, on behalf of herself and all others similarly situated, and GEICO Indemnity Company, the Defendant.

23. “Preliminary Approval Order” means the Court’s preliminary approval of this Settlement in substantially the form attached hereto as **Exhibit “D.”**

24. “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely opt out of the Settlement Class, including their assigns, heirs, successors, predecessors, parents, etc., and any person claiming by or through him/her/it as his/her/its spouse, parent, child, heir, bankruptcy trustee, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, spouse, Legally Authorized Representative, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.

25. “Settlement” means the settlement contemplated by the terms, conditions, and provisions set forth in this Agreement including all exhibits hereto.

26. “Settlement Class” means all individuals (a) who 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; (b) with a Total Loss Claim during the Class Period; and (c) who were not paid all Replacement Fees. Excluded from the Settlement Class are: (1) GEICO employees; (2) any members of judiciary assigned to the Action and their staff; (3) the Parties’ counsel in the Action; and (4) any persons with total loss claims resolved through appraisal, arbitration or after litigation via final judgment or settlement (or in the process of appraisal, arbitration or litigation) or where GEICO received a release. The Settlement Class is broader in

scope than the class previously certified by the Court and will resolve all claims of the certified class.

27. “Settlement Class Members” means any member of the Settlement Class as defined above.

28. “Settlement Payment” means the payment issued by GEICO or the Claims Administrator to Settlement Class Members who submit valid and timely claims.

29. “Settlement Amount” means cash funds that GEICO agrees to make available to pay Settlement Class Members who timely submit a valid claim under the Settlement and to pay any award of attorneys’ fees and costs.

30. “Settlement Website” means the website that the Claims Administrator will establish as a means for the Settlement Class to obtain notice and information concerning the settlement, and through which Settlement Class Members can submit a claim.

31. “Short Form Notice” means both the Mailed Notice and Email Notice, which will be sent on one occasion in two ways: (1) via postcard, pre-paid postage, with a detachable claim form that is pre-filled with the claimant’s information and served by direct mail to the last known address of the insured, including skip trace remailing for any undelivered mail (“Mailed Notice”); and (2) (“Email Notice”) via email, to the extent such addresses are kept by GEICO (“Email Notice”). The Email Notice will allow recipients to click on a link that opens the Settlement Website, through which Settlement Class Members can submit a claim form online with a valid total loss claim number or claimant ID along with unique PIN number. A copy of the proposed Short-Form Notice is attached as **Exhibit “B.”**

32. “Total Loss Claim” means covered first-party auto physical damage claims made under comprehensive or collision coverage under a GEICO New Jersey Automobile Insurance Policy where GEICO adjusted and paid the claim as a total loss.

33. “Replacement Fees” means Title (\$60.00) and Registration Transfer Fees (\$4.50) charged by the State of New Jersey.

II. STIPULATION TO CERTIFICATION OF CLASS AND AGREEMENT FOR SETTLEMENT PURPOSES ONLY

34. Solely for the purpose of implementing this Agreement and effectuating the proposed Settlement, GEICO stipulates to entry of the Preliminary Approval Order, preliminarily certifying the Settlement Class. The certification of the Settlement Class shall be binding only with respect to the settlement of the lawsuit and shall not be cited or relied on by any of the Parties in the event that this Agreement and the Final Approval Order do not receive full and final judicial approval in all material respects, or are reversed, vacated, or modified in any material respect. In any such event, this Agreement shall have no force or effect; the Parties shall be restored, without waiver, to their respective positions prior to effectuation of this Agreement; any certification of the Settlement Class shall be vacated; the lawsuit shall proceed as though the Settlement Class had never been certified and the Motion for Preliminary Approval of Settlement and supporting memorandum had not been filed; and without any prejudice to GEICO’s right to oppose the certification of any class.

35. The Parties agree that, if approved, certification of the Settlement Class is for settlement purposes only and is in no way an admission by GEICO that class certification is proper in this lawsuit (other than for purposes of settlement), or in any other litigation, against GEICO.

36. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiff in this lawsuit, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of GEICO.

III. BENEFITS TO THE SETTLEMENT CLASS

37. **Monetary Consideration.** In addition to all other considerations outlined in this Agreement, Settlement Class Members who timely submit a valid Claim by the Claims Deadline will be eligible for a Settlement Payment of up to \$58.05 (90% of the Replacement Fees), minus the proportional class counsel attorneys' fees and costs and any Replacement Fees paid by GEICO in the settlement of the Settlement Class Member's Total Loss Claim. Class Members will receive their Settlement Payment in the form of a check mailed to them by the Claims Administrator or GEICO or electronic transfer. Checks shall be valid for 180 days. Timely negotiation of checks is a condition of any Settlement Class Member's right to the Claim Payment. Neither GEICO nor the Settlement Administrator shall have any obligation to re-issue checks that are not negotiated within 180 days of issuance.

- a. GEICO will make available up to \$1,892,662.20 to pay Settlement Payments and any class counsel fees and costs awarded by the Court.
- b. Payments to Settlement Class Members who submit valid Claims will be reduced by the amount of any Replacement Fees payments made by GEICO as part of the settlement of their insurance claim.

- c. Any amount in attorneys' fees and costs approved by the Court will be deducted on a pro-rata basis from the Settlement Payments to Settlement Class Members. GEICO agrees to pay the pro-rata portion of any fees for Settlement Class Members who do not submit a valid Claim.
- d. If the Settlement does not receive final and non-appealable Court approval, GEICO shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members, any attorneys' fees or expenses to Class Counsel, or any incentive award to the Plaintiff.

38. **Non-Monetary Consideration.** As part of the settlement, the day following the signing of the Settlement Agreement, GEICO agrees to continue to pay applicable Title and Registration Transfer Fees on total loss vehicles at the time of loss and without regard to whether the vehicle is leased or owned, except in the event of a change in New Jersey law, a change in the state of New Jersey's fees charged incidental to the transfer of ownership of motor vehicles titled and/or registered in New Jersey, or changes in the terms of the applicable insurance policies including, but not limited to, any change in the definition of "Actual Cash Value" under Section III of the applicable policies from "the replacement cost of the auto or property less *depreciation* and/or *betterment*."

IV. CLAIMS ADMINISTRATOR, CLAIMS ADMINISTRATIONS, AND COSTS OF ADMINISTRATION

39. The Claims Administrator shall use best practices for Class Notice and class administration, and in consultation with Settlement Class Counsel and GEICO's counsel, shall (a) accurately and objectively describe, and shall train and instruct its employees and agents to

accurately and objectively describe, the provisions of this Agreement in communications with Settlement Class Members; (b) provide prompt, accurate, and objective responses to inquiries from Settlement Class Counsel and GEICO's counsel regarding claims, exclusions, objections and/or objectors, and other matters concerning the administration of the Agreement; (c) shall administer the settlement in good faith and in accordance with the Agreement; and (d) evaluate and effectuate the Class Notice and the manner of administration. The Claims Administrator will also provide weekly reports (as practicable) to Class Counsel and GEICO's counsel that summarize the number of Short Form Notices sent, the number of Claims received, requests for exclusion received, the total number of exclusion requests received to date, the number of objections received that week, the total number of objections received to date, and other pertinent information.

40. Counsel for the Parties have agreed on a proposed form of notice to the Settlement Class Members, a proposed method of giving Class Notice, and other procedural aspects of the administration of the settlement, subject to Court approval.

41. The Parties have agreed that the Claims Administrator will establish an agreed upon Settlement Website, which shall contain, or provide hypertext links to, the following documents: the Agreement, the Short Form Notice, the Long Form Notice, the Motion for Preliminary Approval of Settlement, the Preliminary Approval Order, the Motion for Attorneys' Fees, Expenses and Incentive Award, and documents filed by Plaintiff or GEICO with the Court in support of final approval of this Agreement. The Settlement Website will also contain an online claim form and ability to submit the claim form through that portal if a valid claim number or claimant ID is entered along with a unique PIN. The Settlement Website shall remain online for 180 days following the Effective Date. The Settlement Website shall not include any advertising and shall not bear or include GEICO's logo or trademarks. Ownership of the Settlement Website

URL shall be transferred to Defendant within 10 days of the date on which operation of the Settlement Website ceases. The cost of developing and maintaining the Settlement Website shall be a Cost of Administration under paragraph 43 herein.

42. The Settlement Administrator shall establish a toll-free telephone number at which Settlement Class members may leave a message with questions to which the Settlement Administrator will respond within two business days.

43. All administration costs, including, without limitation, costs of Class Notice and of the Claims Administrator, shall be paid by or on behalf of GEICO, separate and apart from the Settlement Amount and which shall not in any way reduce the Settlement Payment to Settlement Class Members.

44. The Settlement Administrator shall be chosen by GEICO and supervised jointly by counsel of record.

45. The Settlement Administrator shall retain a record of all such notice procedures and provide periodic updates to the Parties during the Notice Period.

V. ATTORNEYS' FEES AND COSTS, AND INCENTIVE AWARD

46. Subject to Court approval, GEICO will not oppose or otherwise object to any Motion for Fees and Costs that seeks an award of attorneys' fees and expenses in a total amount up to \$520,482 (27.5% of the virtual settlement fund).

47. Provided that Plaintiff's counsel has provided GEICO with instructions to pay by check or wire and a completed IRS Form W9 and cancelled check at least 7 days prior to the Effective Date, then within 14 days after the Effective Date, GEICO shall pay a designated Class Counsel firm the Class Counsel Fees and costs awarded by the Court. Under no circumstances will GEICO pay more than \$520,482 in attorneys' fees and costs from the virtual

Settlement Amount. Class Counsel shall be solely responsible for distributing each Class Counsel Firm's allocated share of such fees to that firm. GEICO shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of Class Counsel Fees, Court-awarded costs, or any other payments not specifically described herein.

48. Any award of attorneys' fees and costs shall be payable from the Settlement Amount available for payment to the Settlement Class Members on a pro-rata basis with GEICO paying the pro-rata share of Settlement Class Members who do not submit a Claim.

49. Class Counsel will request a Class Representative Service Award of \$6,500.00 for Plaintiff Diane McCoy for her services as class representative. Subject to Court approval, GEICO will not oppose or otherwise object to a Service Award of \$6,500.00 to the Class Representative, Diane McCoy. The amount of any incentive award up to \$6,500 as approved by the Court shall be paid by GEICO or the Claims Administrator 14 days after the Effective Date via check made payable to the Class Representative and sent to Settlement Class Counsel. The Class Representative shall provide GEICO with a properly completed W-9 Form prior to such payment. Under no circumstances will the Class Representative be paid an amount in excess of \$6,500.00 as an incentive award.

50. The Parties agree that the Court's failure to approve the Class Representative Service Award and/or Plaintiff's attorneys' fees and/or costs, in whole or in part, shall not prevent the Agreement from becoming Effective, nor shall it be grounds for termination.

51. The Motion for Attorneys' Fees, Expenses and Incentive Award will be filed no later than 15 days before the Objection Deadline.

VI. CAFA NOTICE

52. Pursuant to 28 U.S.C. § 1715(b), within 10 days after this Agreement is filed with the Court, the Claims Administrator, on behalf of GEICO, will give notice to the Attorney General of the United States, Federal Reserve Board, the New Jersey Department of Banking and Insurance, and the primary insurance regulatory or supervisory official of each state and territory of the United States, serving on them the documents described in 28 U.S.C. § 1715(b)(1) through (8), as applicable.

VII. NOTICE AND ADMINISTRATION

53. GEICO will work with Class Counsel to identify all Settlement Class Members through its records.

54. The Short Form Notice will be sent by the Claims Administrator to each Settlement Class Member within 90 days of entry of the Preliminary Approval Order.

55. Each Settlement Class Member will have a corresponding Claimant ID and unique PIN which will be listed on the Mailed and Email Notice. Settlement Class Members can submit a Claim online by entering a valid total loss claim number or Claimant ID and unique PIN on the Settlement Website.

56. The Short Form Notice shall be sent to each Settlement Class member on one occasion and on a date suggested by the Settlement Administrator. The Mailed Notice and Email Notice shall be sent on the same day.

57. Settlement Class Members for whom GEICO maintains physical addresses and Email addresses shall be sent both Mailed Notice and Email Notice.

58. A toll-free telephone number will be established to allow Class Members to leave a message with questions to which the Settlement Administrator will respond within two business days.

59. The Long Form Notice will be posted on the Settlement Website and sent to Settlement Class members who request it.

60. If a Settlement Class Member has more than one Total Loss Claim during the Class Period, a single completed Claim shall be sufficient for all Total Loss Claims a Settlement Class Member may have. The Claims Administrator will treat a single completed timely Claim as if a Claim has been submitted for all of that Settlement Class Member's claims.

VIII. SETTLEMENT DISTRIBUTION

61. Each Settlement Class Member who timely submits a valid Claim and who is entitled to a payment shall receive a Settlement Payment.

62. To receive a Claim payment, the Settlement Class Member must submit a Claim Form by the Claims Deadline. A Claim Form must be postmarked or received no later than the Claims Deadline or must be submitted electronically not later than 11:59 p.m. Eastern on the Claims Deadline, at which point the Settlement Administrator shall deactivate the ability to submit a Claim through the Settlement Website. Any envelope with an illegible post-mark will be treated as being mailed three business days before the Claims Administrator received the submission. The Claims Deadline shall be clearly set forth on the Notice.

63. A Claim must be submitted individually by the Settlement Class Member and is only effective as to the individual Settlement Class Member submitting the claim. Submission of Claims on behalf of multiple Settlement Class Members is not permitted.

64. Class counsel shall not solicit and/or contact Settlement Class Members for the purpose of encouraging them to submit a Claim.

65. All Settlement Class Members who submit valid completed Claims by the Claims Deadline will be entitled to a payment and shall receive their payment by check or

electronic payment issued by the Settlement Administrator or GEICO starting the later of 90 days following the Effective Date or 15 days after a Class Member cures any deficiencies with the claim submission or raised by GEICO.

66. Within sixty (60) days after the later of the Claims Deadline or the Effective Date, GEICO shall make good faith efforts to:

- a. Inform Class Counsel and the Settlement Administrator of any claims (other than claims determined by the Settlement Administrator to be untimely) it believes are invalid; and
- b. For those claims that GEICO does not challenge as invalid, GEICO shall provide the Settlement Administrator and Class Counsel the amount of payment for each claim. Class Counsel will have ten days from the provision of the Claim Payment amount to dispute the amount of Claim Payment. GEICO and Class Counsel shall cooperate to resolve any dispute as to Claim Payment within ten days.
- c. If the Settlement Administrator or GEICO identifies any curable deficiencies, specifically if a Claim Form is unsigned or illegible or contains some other defect as agreed to by the Parties, Class Members will be provided an opportunity to cure (deficiencies relating to timeliness of the claim or failure to properly populate the blank claim form are not curable). Any disagreements between Class Counsel and GEICO concerning the validity of a Claim will be resolved by the Settlement Administrator or a Neutral Arbitrator.

67. Within the later of 120 days following the entry of Final Approval if there is no appeal or 90 days after the Effective Date or 15 days after a Settlement Class Member cures any deficiencies with the claim submission if they are entitled to payment, the Claims

Administrator or GEICO shall begin issuing the Settlement Payments to the Settlement Class Members who timely submitted a valid Claim.

IX. RELEASE AND DISMISSAL

68. In addition to the effect of any final stipulation of dismissal or judgment entered in accordance with this Agreement, upon Final Approval of this Agreement, and for other valuable consideration as described herein, the Releasing Parties shall completely release, acquit, and forever discharge GEICO and all GEICO New Jersey private passenger auto insurance Underwriting Companies (except Government Employees Insurance Company), their divisions, parent entities, affiliates, subsidiaries, past and present officers, directors, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, reinsurers, insurers, heirs, estates assigns, successors, from any and all known and unknown claims, demands, actions, suits and causes of action, in law or equity, whether class, group, collective, individual or otherwise in nature, whether existing or potential, suspected or unspecified, liquated or unliquated, that the Releasing Parties, or each of them, ever had, now has, or hereafter can, shall, or may have under any federal or state law, statute or regulation (including consumer protection, fraud, deception, RICO or similar laws) on account of or arising out of or resulting from GEICO's payment or non-payment of fees (including, but not limited to, title, registration/handling, plate and other fees) as part of total loss claim settlements (the "Released Claims"). The Releasing Parties shall not, after the date of this Agreement, seek to recover against GEICO for any of the Released Claims. Claims relating to the undervaluing vehicles, or the non-payment of sales tax that may be alleged in connection with a total loss are not released.

69. The Final Approval Order shall provide that the lawsuit shall be dismissed with prejudice, subject to the Court's retention of continuing jurisdiction with respect to or in

connection with any and all matters relating in any way to this Agreement, including, but not limited to, the administration, implementation, interpretation, or enforcement of this Agreement and the resolution of claim disputes, and provided that such dismissal shall not affect or impair the obligations of the Parties under this Agreement. In the event that this Agreement does not receive full and final judicial approval in all material respects, or is reversed, vacated, or modified in any material respect, the dismissal provided in this paragraph shall be null and void and vacated, and the Parties shall be restored, without waiver, to their respective positions prior to effectuation of this Agreement and the lawsuit shall proceed as though it had not been dismissed and as though the Motion for Preliminary Approval and supporting memorandum had not been filed, except that the Parties agree any pending deadlines would be moot and inapplicable and would not seek to invoke any pending deadlines as a defense to subsequent litigation.

X. SETTLEMENT APPROVAL PROCESS

70. **Preliminary Approval Order.** Plaintiff will petition the Court to enter the Preliminary Approval Order that (a) appoints Plaintiff to represent the Settlement Class Members; (b) appoints Settlement Class Counsel to represent the Settlement Class Members; (c) appoints GEICO's selected claims administrator as the Claims Administrator; (d) conditionally certifies the Settlement Class for settlement purposes only; (e) preliminarily approves this Agreement for purposes of issuing Class Notice; (f) approves the timing, content and manner of the Class Notice and finds that it constitutes adequate due process for Settlement Class Members; (g) schedules the hearing for final approval of the Agreement; and (h) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement (the "Preliminary Approval Order"). If the Preliminary Approval Order is granted, the hearing for final approval of the Agreement will be held at the first available hearing date that is no earlier than 160-days following

the entry of the Preliminary Approval Order, or on such later date as is practicable given the Court's calendar.

71. **Publicity.** The terms of this Agreement shall remain confidential until the filing of the Motion for Preliminary Approval. Until that Motion is filed, Class Representative and Settlement Class Counsel agree that they have not and will not discuss, disclose, communicate, or publish the Agreement. Until the filing of the Motion for Preliminary Approval, Settlement Class Counsel shall not report the Agreement in any medium or in any publication; shall not post or report anything regarding the lawsuit or the Agreement on their websites; and shall not contact or respond to inquiries from the press, reporters, or general media regarding the resolution of this matter. As used herein, "press, reporters, or general media" shall refer to and include newspapers, periodicals, magazines, online publications, and television and radio stations and programs, and any representative of the foregoing. Upon receipt of any inquiry from the press, reporters, or general media, Settlement Class Counsel shall respond "we have no comment." Nothing herein shall prevent Settlement Class Counsel from communicating with the Class Representative and the Settlement Class regarding the terms of this Agreement and/or the resolution of this case. Upon the filing of the Motion for Preliminary Approval, this confidentiality provision shall terminate except that neither the Class Representative nor Settlement Class Counsel are permitted to communicate with the press/media/reporters/journalists, etc. or on social media regarding the settlement other than to say no comment or make a statement agreed to by both Parties.

72. **Stay of the Action.** The Preliminary Approval Order shall provide for the stay of all pending motions and deadlines in the lawsuit, except to the extent necessary to effectuate this Agreement, unless and until this Agreement is terminated pursuant to its terms and conditions and/or the lawsuit is dismissed with prejudice.

73. **Right of Exclusion.** Settlement Class Members shall be afforded an opportunity to request exclusion from the Settlement Class. A request for exclusion from the Settlement Class must be in writing and state the name, address, and phone number of the person or entity seeking exclusion. Each request must also contain a signed statement that: “I hereby request that I be excluded from the proposed Settlement Class in the *McCoy v. GEICO* litigation” or similar language. The request must be mailed to the Claims Administrator at the address provided in the Class Notice and postmarked on or before the Opt-out Deadline. Any envelope with an illegible post-mark will be treated as being mailed three business days before the Claims Administrator received the submission. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified, shall, subject to court approval, be invalid and the person or entity serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by the settlement of this lawsuit and the Releases provided above, if the Agreement is finally approved as set forth herein.

74. The Claims Administrator shall provide the Parties with a report advising as to the number of Settlement Class Members requesting exclusion, and shall file documents with the Court to that effect, within ten (10) days of the final approval hearing. Settlement Class Members who submit a timely and valid request for exclusion from the Settlement Class shall have no rights or obligations as Settlement Class Members pursuant to this Agreement, and shall not be bound by the Releases herein or this Agreement. Requests for exclusion must be exercised individually by the Settlement Class Member and is only effective as to the individual Settlement Class Member requesting exclusion. Plaintiff shall not elect or seek to exclude herself from the

Settlement Class, and any such attempt will be deemed a breach of this Agreement. The deadline to seek exclusion will be 30 days after the Notice Date.

75. **Right to Object.** Any Settlement Class Member who objects to the Agreement, the Motion for Fees, or Motion for Incentive Award may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any evidence or argument that may be proper and relevant. The Preliminary Approval Order shall provide that no Settlement Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court unless by the Objection Deadline, or such other date set by the Court, the Settlement Class Member files with the Clerk of Court and mails to Settlement Class Counsel and GEICO's counsel (as specified in the Class Notice), written notice of intent to object to the settlement ("Notice of Intent").

To be valid the Notice of Intent must include all of the following information:

- a. The name of the case and case number;
- b. Your name, address, telephone number, and signature;
- c. The specific reasons why you object to the terms of the Proposed Settlement;
- d. 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; and
- e. 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:

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

76. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his, her, or its objections and shall be forever barred from making any such objections in the lawsuit or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate or modify any approval of the Agreement, the Motion for Fees, or the Motion for Incentive Award. In the event that any Settlement Class Member objects to the settlement in the manner prescribed herein, Plaintiff and GEICO shall be afforded full opportunity to respond to such objection. Plaintiff and GEICO will file and serve upon opposing counsel all papers responding to any objections, and any other necessary filings, fourteen (14) days before the final approval hearing. Any Settlement Class Member who objects to the Settlement cannot request exclusion from the Settlement and maintains any and all rights and obligations under this Agreement. The deadline to object shall be 30 days after the Notice Date.

77. **Judgment and Order.** Plaintiff shall, no later than fourteen (14) days before the final approval hearing, seek entry of the Final Approval Order that: (a) confirms the certification of the Settlement Class; (b) dismisses this lawsuit, with prejudice and, except as

explicitly provided for in this Agreement, without costs; (c) decrees that neither the final approval nor this Agreement constitutes an admission of liability, fault or wrongdoing; (d) releases GEICO from the Released Claims of Releasing Parties; (e) approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of the Rule 23, and directing its consummation according to its terms; (f) preserves the Court's continuing and exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Agreement in accordance with its terms and conditions; (g) determines that there is no just reason for delay, and directs that the final judgment of dismissal as to GEICO shall be entered; and (h) seeks such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement (the "Judgment and Order").

XI. TERMINATION

78. This Agreement is contingent on the final certification of the Settlement Class and the occurrence of the Effective Date. The Parties shall have the right to terminate this Agreement, in their sole discretion and without further obligations, if any of the following events occur:

- a. The Court fails to approve this Agreement as written, or if on appeal, the Court's approval is reversed or modified;
- b. If any of objections to this Agreement are sustained; or
- c. If there are any material modifications to this Agreement by the applicable Court.

79. In the event that either Party exercises a valid right to terminate this Agreement, such termination must occur within ten (10) days of the action giving rise to such option. If this Agreement is terminated, the terminating Party shall promptly notify the Court,

opposing counsel, and the Claims Administrator in writing, and cause the Claims Administrator to notify the Settlement Class Members by posting information on the Settlement Website.

80. In the event that either Party exercises its right to terminate this Agreement, this Agreement shall be considered null and void and have no force or effect; no person or entity shall be bound by any of its terms or conditions; and the rights of all persons or entities with respect to the claims and defenses asserted in this lawsuit shall be restored to the positions existing immediately prior to the execution of this Agreement. Except as otherwise provided herein, in the event the Agreement is terminated, vacated, or fails to become effective for any reason, then the Parties to this Agreement shall be deemed to have reverted to their respective status in the lawsuit as of the date of this Agreement, subject to the re-filing of any pending motions as necessary, and, except as otherwise expressly prohibited, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. Any portion of the Settlement Payment previously paid by GEICO shall be returned to GEICO by the Claims Administrator.

XII. MISCELLANEOUS PROVISIONS

81. This Agreement contains the entire agreement among the Parties and supersedes any prior agreements or understandings among them.

82. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

83. The Parties acknowledge that they have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. The Parties shall cooperate to the extent necessary to respond to questions of fact that may be raised during the approval process. Therefore, the Parties agree that they will not seek to set aside any part of the Agreement on the grounds of mistake. The Parties expressly assume the risk that any

fact not recited in the Agreement may turn out to be different from or contrary to the facts now known to them or believed by them to be true, and further agree that the Agreement shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

84. This Agreement may be amended or modified only by a written instrument signed by all Parties or their counsel and approved by the Court.

85. For the purpose of construing or interpreting this Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any of the Parties.

86. The Recital paragraphs and exhibits to this Agreement are an integral and material part of the settlement and are hereby made a part of the Agreement.

87. Neither this Agreement, nor any of its provisions, nor any of the documents (including but not limited to drafts of the Agreement, the Preliminary Approval Order or the Judgment and Order), negotiations, or proceedings relating in any way to the settlement, shall be construed as or deemed to be evidence of an admission by any person, including GEICO, and shall not be offered or received in evidence, or subject to discovery, in this or any other action except in an action brought to enforce the terms of the Agreement or except as may be required by law or court order. The provisions of this paragraph shall be binding regardless of whether the Agreement is approved by the Court or any other court and regardless of whether the Agreement is cancelled in accordance with the terms provided in the Agreement.

88. This Agreement is made without prejudice to the rights of GEICO to: (a) continue to oppose class certification in this lawsuit should this Agreement not be approved or implemented; (b) oppose class certification in any other putative or certified class action, should those actions not be dismissed; or (c) use the certification of the Settlement Class to oppose

certification of any other proposed or existing class arising out of or related to the Released Claims, should those actions not be dismissed.

89. For purposes of the Agreement, including, but not limited to, its approval, interpretation, enforcement, and administration, the Court has jurisdiction over the Parties, the Settlement Class Members, the Claims Administrator, the claims asserted in the lawsuit, claims made by the Settlement Class Members, and the claims and causes of action released as set forth above.

90. This Agreement may be executed in one or more counterparts, including by facsimile or electronic transmission, all of which together shall constitute one and the same instrument.

91. All discovery produced to Plaintiff (including data, depositions, testimony and written discovery) shall be returned to GEICO's outside counsel or destroyed within 15 days of a Final Order approving the Settlement. The Parties agree that Class Counsel or anyone associated with Class Counsel's firms, whether now or in the past, shall not use any of the discovery produced in this litigation in any other litigation, whether pending or future, unless independently obtained through discovery or other procedures in that litigation. Further, Plaintiff and Class Counsel agree not to use any discovery (including data) produced in these actions to solicit in any way potential new class representatives.

92. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by e-mail and U.S. Mail to the following addresses:

If to Plaintiff or the Settlement Class or Settlement Class Counsel:

Mark A. DiCello

DICELLO LEVITT LLP
8160 Norton Parkway
Mentor, Ohio 44060
Telephone: (440) 953-8888
madicello@dicellolevitt.com

Daniel R. Ferri
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: 312-214-7900
alevitt@dicellolevitt.com
dferri@dicellolevitt.com

Edmund A. Normand
NORMAND PLLC
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Orlando, Florida 32803
Telephone: 407-603-6031
ed@normandpllc.com

Rachel Dapeer, Esq.
DAPEER LAW, P.A.
3331 Sunset Avenue
Ocean, New Jersey 07712
Telephone: 305-610-5223
rachel@dapeer.com

Scott Edelsberg, Esq.
EDELSBERG LAW, P.A.
scott@edelsberglaw.com
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180
Telephone: (305) 975-3320

Adam Schwartzbaum, Esq.
EDELSBERG LAW, P.A.
adam@edelsberglaw.com
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180
Telephone: (305) 975-3320

Andrew J. Shamis, Esq.
SHAMIS & GENTILE, P.A.
ashamis@shamisgentile.com
14 NE 1st Avenue, Suite 1205

Miami, FL 33132
Telephone: (305) 479-2299

If to GEICO or GEICO's Counsel:

Kymerly Kochis
EVERSHEDS SUTHERLAND (US) LLP
The Grace Building, 40th Floor
1114 Avenue of the Americas
New York, New York 10036-7703
Telephone: (212) 389-5000
Facsimile: (212) 389-5099
kymerlykochis@eversheds-sutherland.com

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

ON BEHALF OF PLAINTIFF AND THE SETTLEMENT CLASS

/s/ Mark. A DiCello

Mark A. DiCello
DICELLO LEVITT LLP
8160 Norton Parkway, Third Floor
Mentor, Ohio 44060
Telephone: (440) 953-8888
madicello@dicellolevitt.com

Daniel R. Ferri
DICELLO LEVITT GUTZLER LLC Ten
North Dearborn Street, Eleventh Floor
Chicago, Illinois 60602
Telephone: 312-214-7900
alevitt@dicellolevitt.com
dferri@dicellolevitt.com

Edmund A. Normand

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3165 McCrory Place, Suite 175
Orlando, Florida 32803
Telephone: 407-603-6031
ed@normandpllc.com

Rachel Dapeer, Esq.
DAPEER LAW, P.A.
Jersey Bar No. 039272011
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SHAMIS & GENTILE, P.A.
ashamis@shamisgentile.com
14 NE 1st Avenue, Suite 1205
Miami, FL 33132
Telephone: (305) 479-2299

Attorneys for Plaintiff and Class Members

ON BEHALF OF DEFENDANT GEICO INDEMNITY COMPANY

Date: 7/1/2024

Received and approved by:

/s/ *KyMBERly Kochis*

Kymerly Kochis
EVERSHEDS SUTHERLAND (US) LLP
The Grace Building, 40th Floor
1114 Avenue of the Americas
New York, New York 10036-7703
Telephone: (212) 389-5000
Facsimile: (212) 389-5099
kymberlykochis@eversheds-sutherland.com

Attorney for Defendant

EXHIBIT B

Notice of Class Action Settlement

McCoy v. GEICO Indemnity Company, Case No. 3:20-cv-05597
United States District Court District of New Jersey

A class action settlement has been reached in the above referenced lawsuit against GEICO Indemnity Company entitling members of the Settlement Class, who make a valid and timely claim, to payments for unpaid title and registration transfer fees (“Replacement Fees”) for their total loss auto insurance claims. This Notice is being sent to provide you information about your rights. GEICO denies all liability in this case.

Why am I getting this Notice? You have been identified as a potential “Settlement Class Member” from GEICO’s claims data, because you were a New Jersey auto policyholder and insured by GEICO or an affiliated entity (except Government Employees Insurance Company) and submitted a first-party physical damage claim with respect to a covered vehicle that resulted in a total loss claim that may not have included full Replacement Fees.

What is this lawsuit about? The Settlement resolves a lawsuit claiming that GEICO breached its auto insurance policies by failing to pay Replacement Fees to customers who submitted New Jersey first-party total loss auto claims.

Settlement Terms. Settlement class members who submit a valid timely claim are eligible to receive payment of up to \$58.05 (less any Replacement Fees included in the original total loss claim payment and less each claimant’s proportional share of Class Counsel Fees and/or court-awarded costs). The total amount to be made available is \$1,892,662.00. Class Counsel will be seeking attorneys’ fees and costs of up to \$520,482.00 to be paid from the available settlement amount and a \$6,500 Service Award to the Class Representative, with all amounts to be approved by the Court.

How do I Receive Payment? To receive a payment, you must complete and mail the attached Claim Form (no stamp needed - return postage has been prepaid). You also may make a claim online by visiting www.XXX.com, clicking “Make a Claim” and entering the Claimant ID Number that is on the attached claim form or total loss claim number and unique PIN [insert PIN]. Claim forms must be postmarked by _____, 2024 or submitted online by 11:59pm EST on _____.

Do I have any other options? Unless you submit a Claim Form, you will not be eligible to get a Settlement Payment and your rights will be affected. If you don’t want to be legally bound by the settlement, pursuant to which you will be giving a release of any claims asserted in the lawsuit, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won’t be able to sue or continue to sue GEICO for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear, which must comply with the procedures for such submissions, are due by [MONTH], [DAY], [YEAR]. The Long Form Notice, available at the Settlement Website, explains how to exclude yourself or object. The Court will hold a hearing on [MONTH], [DAY] [YEAR] to consider whether to finally approve the Settlement, Class Counsel’s request for attorneys’ fees and Service award for the Class Representative. The date of the hearing may change without further notice to the class. More details and the full terms of the Proposed Settlement are available at www.XXX.com

<p><u>COURT ORDERED LEGAL NOTICE</u></p> <p>If you suffered a total-loss on a vehicle insured by GEICO from 2014- 2020 you may be entitled to a cash payment.</p> <p>Complete and return the enclosed form by _____ to potentially receive a cash payment.</p>	<p><i>McCoy Class Action Settlement</i> c/o [CLAIMS ADMINISTRATOR] [ADDRESS] [CITY, STATE ZIP]</p> <p>Class Member John Doe 123ABC Street New Orleans, LA 12345</p>
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CLAIM FORM

Name & Address: [PRE-FILL]

CLAIMANT ID: [PRE-FILL] _____

Date of Loss: [PRE-FILL] _____

1. ADDRESS (if different from above)

Primary Address

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Primary Address continued

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City

State:

Zip Code:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--

--	--	--	--	--	--

AFFIRMATION (required): By signing below, I affirm that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above and that to the best of my knowledge, the information on this Claim form is true and correct.

Signature: _____ Dated: _____

Name (please print): _____

To be considered, this Claim Form must be mailed to the above address postmarked no later than _____.

<hr/> <hr/> <hr/>	postage prepaid mark
Settlement Administrator P.O. Box ____ _____, ____	

EMAIL

To:
From:
Subject: McCoy Settlement-File a Claim

You may be entitled to a Payment from the class action settlement in the case:

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

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

IMPORTANT

Claim your potential cash payment from the Settlement by [Date].

TO MAKE A CLAIM: Click [here](#) or go to www.XXXX.com and enter your Total Loss Claim Number or Claimant ID Number [insert Claimant ID Number], and Unique PIN [Insert PIN].

You have been identified as a potential “Settlement Class Member” from GEICO’s claims data, because you were a New Jersey policyholder and insured by GEICO or one of its affiliates and submitted a physical damage claim with respect to a covered vehicle that resulted in a first-party total loss claim payment during the period commencing May 6, 2014, through January 1, 2020 or, for leased vehicles, August 1, 2020. Policyholders of Government Employees Insurance Company are not members of the Settlement Class.

The Settlement resolves a lawsuit claiming that GEICO breached its auto insurance policies by improperly failing to pay full title and registration transfer fees (“Replacement Fees”) to insureds who submitted New Jersey first-party total loss auto claims. GEICO denies any fault, wrongdoing or liability.

Settlement terms. Settlement Class Members who submit a valid timely claim are eligible to receive payment of up to \$58.05 (less any amounts in fees included in the original total loss claim payment and less each claimant’s proportional share of Class Counsel Fees and court-awarded costs). The total amount to be made available for Settlement Payments, Class Counsel Fees and court-awarded costs is \$1,892,662.00. Class Counsel will be seeking attorneys’ fees and costs of up to \$520,482.00 to be paid from the available settlement amount and a \$6,500.00 Service Award to the Class Representatives, with all amounts to be approved by the Court.

To be eligible for payment, you must complete and mail the Claim Form attached to the postcard you received in the mail or submit a Claim online at www.XXXX.com using your Claimant ID or a valid claim number, and personal identification number (PIN). Paper Claim Forms must be postmarked by _____, or electronic Claims submitted on the Settlement Website, by 11:59pm EST on ____, 2024.

What are my options? You can make a claim, exclude yourself (“opt out”), object to the Settlement, or do nothing. Unless you timely submit a Claim, you will not get a Settlement Payment. If you don’t want to be legally bound by the Settlement, you must exclude yourself by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won’t be able to sue or continue to sue GEICO for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the final approval hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR], and must comply with all instructions for submission. The Long Form Notice, available at the Settlement Website, explains how to exclude yourself or object.

The Court will hold the Final Approval Hearing at __.m. on [INSERT] 2024, in Courtroom [] of [Insert Court Address] to decide whether to grant final approval of the Settlement, consider Class Counsel’s request for attorneys’ fees, costs and expenses, and consider the Class Representative’s request for a service award. You may attend. The date of the FINAL APPROVAL HEARING may change without further notice to the class. You should be advised to check the Court’s PACER website at [insert court website], to confirm that the date of the FINAL APPROVAL HEARING has not been changed. Class Counsel’s motion for attorneys’ fees, costs and expenses shall be made available at www.XXXX.com and the Court’s PACER website at [insert court website]

What do I do if I already made a claim by mail? You also should receive (or may have already received) a postcard notice (with the same information as in this email) with a detachable, postage-prepaid claim form to enable you to make a claim by mail. If you made a claim by mail, you do not need to submit a claim electronically.

How do I get more information? More details and the full terms of the Proposed Settlement are available at www.XXXX.com. You may also contact class counsel at _____.
PLEASE DO NOT TELEPHONE THE COURT, GEICO OR THE CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

**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 [**TOLL-FREE NUMBER**] toll free or visit [**SETTLEMENT WEBSITE**] 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.

QUESTIONS? CALL [**TOLL FREE NUMBER**] TOLL-FREE, OR VISIT [**SETTLEMENT WEBSITE**]

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:

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.XXXX.com and the Court's PACER website at [insert court website]

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 [TOLL-FREE NUMBER]

or visit [SETTLEMENT WEBSITE] and request that the Settlement 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 [CLAIMS DEADLINE]. If the address you submit on your Claim Form changes, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

You can also submit a claim online at [settlement website] by entering your Claimant ID or valid total loss claim number and unique PIN. Online Claims must be submitted by 11:59pm EST on [Date]. 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 [OPT-OUT DEADLINE] 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 [CLAIMS ADMINISTRATOR]
[ADDRESS]
[CITY, STATE ZIP]

A request for exclusion must be postmarked on or before [OPT-OUT DEADLINE].

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 Settlement 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 [OPT-OUT DEADLINE], 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 [HEARING DATE], at [HEARING TIME]. EST in Courtroom [#] of [COURTHOUSE], [COURT ADDRESS] 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 settlement website at [SETTLEMENT WEBSITE] or the Court's PACER website at www.ecf.njd.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 [SETTLEMENT WEBSITE]. 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 v. GEICO Indemnity Company
c/o [CLAIMS ADMINISTRATOR]
[ADDRESS]
[CITY, STATE ZIP]

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 [OBJECTION DEADLINE]. 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 _____.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 **[TOLL-FREE NUMBER]** or go to **[SETTLEMENT WEBSITE]**.

This **[SETTLEMENT WEBSITE]** 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 Settlement 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: May ___, 2024

Exhibit D

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

DIANE MCCOY, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiff,)	Civil Action No.
)	3:20-CV-05597-BRM
v.)	
)	
GEICO INDEMNITY COMPANY, a)	
foreign corporation)	
)	
Defendant.)	
)	

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO THE CLASS [PROPOSED]**

Plaintiff Diane McCoy, individually and on behalf of the certified Class and proposed Settlement Class, and Defendant GEICO Indemnity Company, along with all related, parent, affiliated and subsidiary companies, except Government Employee Insurance Company, whose insureds are not part of this settlement (“GEICO”) have agreed, subject to approval by the Court, to settle this action upon the terms and conditions in the Agreement. Plaintiff has filed an unopposed motion for preliminary approval of the Settlement, as set forth in the Agreement, and seeks, among other things, that the Court (1) grant preliminary approval of the Agreement; (2) direct notice to the settlement class; and (3) set a final fairness hearing.

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed,

and for the reasons stated below, GRANTS Plaintiff's motion for preliminary approval of the Agreement.

IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this action and over all Parties to this Action, including the Plaintiff, all Settlement Class Members, and GEICO.

3. The Court preliminarily approves the Agreement, and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by GEICO or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by GEICO. GEICO shall retain all rights to assert that the action may not be certified as a class action except for settlement purposes. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons, except that GEICO may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4. The Court approves, as to form and content, the Class Notice.

5. The Claims Deadline, Objection Deadline, Opt-Out Deadline and the date of the Final Fairness Hearing shall be added to the Short Form Notice before it is sent to Class Members.

6. The Court finds the Class Notice constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who can be identified through reasonable effort and constitutes valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of due process.

7. The Court approves the Class Notice, the content of which is without material alteration from the Long Form Notice, Short Form Notice and Claim Form exhibits to the Agreement. Directs mailing of the Mailed Notice by first-class mail to the last-known address for each such Person as set forth in the Agreement, and, for Mailed Notices returned, directs the Settlement Administrator to follow the procedures set forth in the Agreement. Directs sending of the Email Notice to the last-known email addresses for each such Person as set forth in the Agreement to the extent these email addresses are kept by GEICO.

8. The Court approves the Claim Form, the content of which is without material alteration from Exhibits A-C to the Agreement for distribution to and/or use by potential Settlement Class Members.

9. The Submission Deadline after which the Claim Forms shall be deemed untimely shall be forty-five (45) days after the Notice Date.

10. The Court approves the settlement website as described in the Agreement, which may be amended during the course of the settlement as appropriate and agreed to by the Parties, and which shall be maintained for at least 180 days after the Claims Submission Deadline.

11. The Court appoints JND Legal Administration (“JND”) as the Claims Administrator.

12. The Court directs the Claims Administrator to create, maintain, and establish the website described in the Agreement and approved herein. The Website shall be “live” or accessible on or before the Notice Date.

13. The Court directs the Claims Administrator to maintain a toll-free VRU telephone system containing recorded answers to frequently asked questions, along with an option permitting potential Settlement Class Members to record a message to be returned by the Claims Administrator.

14. The Claims Administrator shall file proof of mailing of the Notice at or before ten (10) days prior to the Final Approval Hearing, along with list of all Persons who timely and properly requested exclusion from the Settlement Class, and an affidavit attesting to the accuracy of the list.

15. Each Settlement Class Member who wishes to exclude himself or herself from the Settlement Class must submit an appropriate, timely request for exclusion, postmarked no later than thirty (30) days after the date in which the first Short Form Notice is sent, to the Settlement Administrator at the address in the Short Form Notice, and that complies with the requirements in the Agreement. Any exclusion must be exercised individually by a Settlement Class Member or Legally Authorized Representative, not as or on behalf of a group, class, or subclass.

16. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member never received actual notice of the action or this Proposed Settlement.

17. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Class, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or any term or aspect of the Proposed Settlement or to intervene in the Action, must follow the procedures set forth in the Agreement, and any objection must be postmarked no later than thirty (30) days after the Notice Date.

18. The right to object to the Proposed Settlement or to intervene must be exercised individually by a Settlement Class Member or his or her attorney or Legally Authorized Representative, and not as a member of a group, class, or subclass.

19. The Claims Administrator shall receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications, and only the Claims Administrator, counsel for the Parties, the Parties, the Court, the Clerk of the Court, and their designated agents shall have access to these documents, except as otherwise expressly provided in the Agreement.

20. The Claims Administrator shall promptly furnish to Class Counsel and Counsel for Defendant copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession, as set forth in the Agreement.

21. The Court hereby stays all proceedings in the Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

22. The Court preliminarily finds, for the sole purpose of settlement, that the requirements of Federal Rule of Civil Procedure 23 have been met as to the Settlement Class, as defined in the Agreement, in that the Class, which numbers approximately 33,000, is sufficiently numerous such that joinder is impracticable, there are questions of law and fact common to the Class Members, Plaintiff McCoy's claims are typical of absent Settlement Class Members, Class Counsel and Plaintiff McCoy are adequate representatives, the aforementioned common questions of law and fact predominate over any individualized questions, and class adjudication is superior to any alternative forms of adjudication. As such, the Court preliminarily certifies the proposed

Settlement Class, and preliminarily appoints Plaintiff McCoy as Class Representative, and preliminarily appoints Normand PLLC, Dicello Levitt LLP, Dapeer Law, P.A., Edelsberg Law, P.A., and Shamis & Gentile, P.A. as Class Counsel.

23. The Court preliminarily finds that the settlement of the lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members, especially in light of (i) the parties' arm's-length settlement negotiations; (ii) the lack of evidence that the settlement was obtained by fraud or collusion; (iii) the complexity, expense, and likely duration of the litigation; (iv) the stage of the proceedings and discovery completed to support the proposed settlement; and (v) the opinion of competent counsel supporting the settlement.

24. Having considered the proposed Settlement in light of the aforementioned factors, this Court finds as a preliminary matter that the terms of the Settlement are sufficiently fair, reasonable, and adequate such that providing Class Notice to the Settlement Class and providing them the opportunity to respond and/or voice any objections is justified.

25. A hearing shall be held on _____, 2024, at _____ .m., for the purpose of determining (a) whether the proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment, granting final approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representative should receive an incentive award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

26. Any application by Class Counsel for Attorneys' Fees and Costs, and all papers in support thereof, and any application for a Class Representative Award, shall be filed with the Court at least fifteen (15) days prior to the Objection Deadline.

27. All other papers in support of the Settlement or responding to objections or motions to intervene shall be filed at least fourteen (14) days prior to the Final Approval Hearing.

28. Unless otherwise ordered by the Court, any Settlement Class Member who does not make an objection in the manner provided for herein, shall be deemed to have waived such objection and shall be foreclosed from making any objection to the foregoing matters.

29. The Court may adjourn the Final Approval Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice as to GEICO and against the Named Plaintiff and the Settlement Class Members at or after the Final Approval Hearing and without further notice to the Settlement Class Members.

30. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Settlement Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any Released Person, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the action.

31. The following schedule is established to guide the Parties in conducting the Notice and claims administration process:

PROPOSED PRELIMINARY SCHEDULE

#	Action	Deadline
1	Website Notice Posted by Settlement Administrator	No later than 90 days from the date of this Order
2	Deadline for Settlement Administrator to mail out Mailed and Emailed Notice (the Notice Date).	No later than 90 days from the date of this Order
3	Deadline for Settlement Class Members to opt-out of the Agreement	No later than 30 days after the Notice Date.
4	Deadline for submission of Notice of Intent to object to agreement	No later than 30 days after the Notice Date.
5	Deadline for Settlement Class Members to file claims.	No later than 45 days after the Notice Date.
6	Deadline for Class Counsel to file their Motion for Final Approval of the Settlement.	No later than 14 days before the Final Fairness Hearing
7	Deadline for Class Counsel to file the Motion for Attorneys' Fees, Costs, and Service Award.	No later than 15 days before the deadline to file objections or opt-outs
8	Deadline for Settlement Administrator to file proof of completion of Notice, along with complete and accurate list of Settlement Class Members requesting exclusion.	No later than 10 days prior to the Fairness Hearing
9	Final Fairness Hearing	Month, Day Year, at Time [At least 90 days after the date that a Preliminary Approval Order is entered]

IT IS SO ORDERED.

DATED: _____

