

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

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

**PLAINTIFF’S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

PLEASE TAKE NOTICE THAT upon this Notice of Motion and Motion, Diane McCoy (“Plaintiff”), by and through her undersigned counsel, and pursuant to Fed. R. Civ. Pro. 23(e), moves before the Honorable Tonianne Bongiovanni of the United States District Court for the District of New Jersey, Trenton, for an Order approving the parties’ class settlement.

The Motion relies on the accompanying Memorandum of Law, the Declaration of Alexander S. Williams, and all other submissions made herewith.

Respectfully submitted this 13th day of January, 2025.

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CERTIFICATE OF SERVICE

I hereby certify that on January 13, 2025, I electronically filed the foregoing document with the Court via CM/ECF, which will automatically send notice and a copy of the same to counsel of record via electronic mail.

/s/ Mark A. DiCello
Mark A. DiCello

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF’S UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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INTRODUCTION

Plaintiff Diane McCoy (“Plaintiff”), on behalf of herself and all others similarly situated, respectfully moves the Court for an order: (i) granting final approval to the Settlement set forth in the Agreement¹ (ECF No. 78-3); (ii) certifying a Settlement Class for settlement purposes only; (iii) granting final appointment of the Plaintiff as Settlement Class Representative and the law firms of Normand PLLC, Dicello Levitt LLP, Dapeer Law, P.A., Edelsberg Law, P.A., and Shamis & Gentile, P.A., as Settlement Class Counsel; (iv) confirming the appointment of JND Legal Administration as the Settlement Administrator, and (v) entering a Final Order and Judgment dismissing the Action with prejudice.

On September 4, 2024, this Court entered an Order: (i) preliminarily approving the Settlement between Plaintiff, on behalf of herself and all others similarly situated, and GEICO Indemnity Company (“GEICO”), and conditionally certifying the following class for settlement purposes:

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. . . . The Settlement Class is broader in scope than the class previously certified by the Court and will resolve all claims of the certified class.

¹ All capitalized terms shall have the definitions set forth in the Agreement, ECF No. 78-3.

ECF No. 78-3, ¶ 26; ECF No. 84.²

Nothing has changed since the Preliminary Approval Order that would warrant a different result. Notice was provided in accordance with this Court's Order to all Class Members, who were given the opportunity to review the full terms of the proposed Agreement, and not a *single one* objected. Plaintiff now moves for final approval of the Settlement so that the substantial relief to the Settlement Class can be delivered without delay.³ As set forth below, the Settlement satisfies all the elements for final approval.

BACKGROUND

As set forth in the Motion for Preliminary Approval, ECF. No. 78, this is a class action lawsuit on behalf of GEICO New Jersey insureds who submitted covered first party auto total loss claims with dates of loss during the class period. (ECF No. 1, Complaint, at ¶¶ 1–6). All Settlement Class Members were insured under form auto insurance policies with identical material terms. *Id.* at p. 3; ECF No. 54, p. 2. Plaintiff alleges that GEICO failed to pay the mandatory title and

² 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. ECF No. 78-3, ¶ 26.

³ Plaintiff separately moves for approval of an award of attorneys' fees, reimbursement of expenses, and payment of a service award to the Class Representative. *See* Pls.' Mot. for Attys' Fees, ECF No. 87.

registration transfer fees required under New Jersey law to buy a replacement vehicle. Complaint, at ¶¶ 13–26.

A. Plaintiff’s Total Loss Claim and GEICO’s Alleged Breach

Plaintiff and Settlement Class Members entered into New Jersey private passenger auto policy agreements to be insured by GEICO under terms contained in form policies (the “Policies”) with material total loss physical damage terms that were the same for Plaintiff and all Settlement Class Members. Complaint, ¶¶ 1–8. The Policies provided physical damage coverage for Plaintiff and Settlement Class Members’ total loss vehicles. *Id.* ¶¶ 1–3. Plaintiff alleges the Policies required GEICO to pay actual cash value (“ACV”) on total loss claims, which is defined in the Policies as the auto’s “replacement cost” less depreciation. *Id.* ¶¶ 4–6. In turn, Plaintiff alleges the “replacement cost” of a total loss vehicle in New Jersey includes the regulatory fees required under New Jersey law, including title transfer fees and registration transfer fees (together, “Replacement Fees”). *Id.* ¶¶ 14–16. New Jersey law prohibited the purchase, transfer, or lease of a vehicle without the payment of these Replacement Fees. *Id.*

Plaintiff and Settlement Class Members suffered total losses of their insured vehicles. ECF No. 78-3, ¶ 26. Plaintiff alleges she and each Settlement Class Member were underpaid by GEICO due to its failure to include Replacement Fees in the payments for their total loss claims.

B. Class Member Claims.

Discovery revealed that approximately 31,000 class members submitted first party total loss claims during the class period and were not paid the full Replacement Fees Plaintiff claims were owed under the Policies. Declaration of Alexander S. Williams Regarding Settlement Administration (“JND Decl.”), attached as Exhibit 1, ¶6. The total claimed underpayments that GEICO has agreed to pay under the proposed settlement comprises approximately \$1,892,662.20. *Id.* ¶ 18; ECF No. 78-3, ¶ 37(a).

C. Procedural Background.

On May 6, 2020, Plaintiff McCoy filed a putative class action Complaint in this Court. The Complaint alleged GEICO underpaid the Replacement Fees to its New Jersey insureds on auto insurance total loss claims. ECF No. 1. On July 6, 2020, GEICO filed a its Answer and Affirmative Defenses. ECF No. 10. On October 19, 2021, Plaintiff filed her Motion for Class Certification. ECF No. 31. On October 19, 2021, GEICO filed its Motion to Strike Testimony and Reports of Josephine Auguello. ECF No. 35.

On April 13, 2023, this Court issued an Order granting Plaintiff’s Motion for Class Certification and denying Defendant’s Motion to Strike Expert Testimony. ECF No. 55 (“Order Granting Class Certification”). The briefing surrounding class

certification and Defendant's challenge to Ms. Auguello's testimony was complicated and fact-intensive.

The parties have conducted extensive discovery to date, including fact and expert. ECF No. 78-2, ¶ 16. Class Counsel reviewed substantial production from GEICO, including information relating to the claims and defenses at issue, class data, spreadsheets, and insurance policy information. *Id.*

The parties' settlement negotiations were rigorous, arms'-length, and informed by a fulsome analysis of the risks and benefits associated with continued litigation or settlement. *Id.* ¶ 20. The parties exchanged numerous draft agreements during the course of negotiations, and engaged in thorough deliberations concerning each aspect of the settlement, including the form and content of Notices, Claim Forms, and proposed approval orders. *Id.* ¶ 21. Finally, on July 1, 2024, the parties executed the Agreement. ECF No. 78-3.

On July 1, 2024, Plaintiff filed the proposed Settlement Agreement, along with a Motion seeking preliminary approval thereof, and for the Court to direct that Notice be provided to the Class, thereby providing an opportunity for Settlement Class Members to review the proposed Settlement Agreement, opt out of the Class if they so chose, or, if they identified any deficiencies, to object. ECF No. 78. After the parties consented to the U.S. Magistrate Judge jurisdiction (ECF No. 81), the Court conducted a Hearing on the Motion, and thereafter granted the Motion for

Preliminary Approval on September 4, 2024, and scheduled a final Hearing to occur on January 27, 2024. ECF Nos. 83, 84.

D. The Agreement Provides 90% Payment of Replacement Fees Sought.

As Plaintiff explained in seeking preliminary approval, the proposed Agreement provides payment of 90% of Replacement Fees (minus a set off for fees already paid, if any, to the claimant by GEICO and a pro rata share of attorneys' fees and costs) alleged to be owed to Plaintiff and all class members who submit a claim. ECF No. 78-2, ¶ 21; Agreement, ¶ 37. The State of New Jersey imposes regulatory fees associated with the titling or registration of a vehicle, including a \$60.00 title transfer fee and \$4.50 registration transfer fee. ECF No. 78-3, ¶ 33. Under the Agreement, Settlement Class Members who submit a timely claim will receive up to \$58.05 (90% of Replacement Fees). *Id.* ¶ 37.

The cash benefit available to class members in the settlement is approximately \$1,892,662.20. Agreement, ¶ 37(a); Normand Decl., ¶ 21. The Agreement also secured significant future non-monetary relief for GEICO insureds—as part of the settlement, GEICO agreed to pay Replacement Fees to New Jersey insureds on a going-forward basis. Agreement at ¶ 38.

E. The Agreement Provides Robust Notice and Easy Claim Submission.

The Settlement, and this Court's Order directing that the Notice Plan be effectuated as set forth in the Settlement Agreement, provided a robust notice and easy claim submission. All class members received a Postcard Notice with a detachable pre-filled, return addressed, and pre-paid postage claim form to simply sign and place in the mail. ECF No. 78-3, ¶ 31 & pp. 34–35; ECF No. 84, ¶¶ 6–14. The Claim Form (Ex. 1 to Agreement) attached to the Postcard Notice did not require the insured to provide any information other than to sign the claim form and provide a corrected address if needed. ECF No. 78-3, p. 34. In addition, Settlement Class Members were sent an Email Notice informing them of the Settlement, and providing a link that directed to the Settlement Website, where a claim could be electronically submitted. ECF No. 78-3, ¶ 31 & p. 38–39. Both the Postcard Notice and Email Notice also directed recipients to a Settlement Website, which was established by the Claims Administrator and included information about the Agreement and links to documents related to the lawsuit and Agreement. *Id.* at p. 34.

The comprehensive nature of the Notice Plan is seen in that only a small fraction of notices were undeliverable, and the vast majority of undeliverable notices were successfully re-addressed after additional efforts by the Claims Administrator.

JND Decl., ¶¶ 7–9.⁴ The Settlement’s Notice program resulted in actual notice by mail, email, or both reaching 99.3% of Settlement Class Members. *Id.* ¶ 10; *cf. In re Integra Realty Res., Inc.*, 262 F.3d 1089, 1110-11 (10th Cir. 2001) (holding Rule 23 and due process requisites satisfied where the record indicated only 77% of class members actually received notice of the settlement).

The Agreement required a Long Form Notice and other important case documents be available to class members on the Settlement Website. Agreement, ¶ 41; JND Decl., ¶ 11. The Agreement also provided for a toll-free number for class members to submit questions and request additional information. Agreement, ¶ 42; JND Decl., ¶ 12; *see also Braynen v. Nationstar Mortg., LLC*, 2015 WL 6872519, at *18 (S.D. Fla. Nov. 9, 2015) (robust notice plan is evidence that the terms of settlement are fair and reasonable).

F. The Agreement Provides a Limited Release.

The release is narrow. Agreement at ¶ 68. Class members release claims only for “non-payment of fees (including, but not limited to, title, registration/handling, plate and other fees)” *Id.* They do not release any claim for any other type of claim

⁴ Specifically, of the 30,921 Postcard Notices sent, 3,905 were returned as undeliverable. *Id.* ¶ 8. As to those Settlement Class Members, JND performed advanced address searches, received updated information, and re-mailed the Postcard Notice to 2,804 Class Members. *Id.* Only 26 re-mailed Postcard Notices were returned as undeliverable. *Id.* In addition, of the 29,478 Email Notices sent by JND, only 1,974 such messages were undeliverable. *Id.* ¶ 9.

for vehicle valuation or any other type of claim underpayment. *Id.* So, the release was narrowly tailored to the precise claims brought in this Action.

G. The Agreement Provides Reasonable Attorneys' Fees.

This was a highly contested lawsuit relating to a novel legal theory without precedent in New Jersey—indeed, the only precedent mitigated *against* the claims⁵—relating to the payment of certain Replacement Fees which was litigated through class certification and negotiated at arms' length. The Agreement provides that Class Counsel may apply for attorneys' fees and costs not to exceed \$520,482.00. Agreement, ¶ 46; Normand Decl., ¶ 26. The percentage for attorneys' fees of 27.5% falls within the benchmarks set for attorneys' fees in other New Jersey District Courts. The reasonableness of attorneys' fees and costs are more fully set forth in the previously-filed Motion for Attorneys' Fees and Costs and Service Award. ECF No. 87.

H. The Reaction to the Settlement from the Class.

The reaction to the Settlement from the Settlement Class has been overwhelmingly positive. The deadline to object to, or opt out from, the Settlement

⁵ *Lett v. Wausau Underwriters Ins. Co.*, No. 2:20-cv-9630 (JMV), 2021 U.S. Dist. LEXIS 29642, at *9–*13 (D.N.J. Feb. 17, 2021) (holding insurer was not required to pay title and registration transfer fees as a component of the actual cash value payable on total loss claims).

was December 19, 2024. ECF No. 84, pp. 7–8. *Zero Settlement Class Members* objected, and only one opted out. JND Decl., ¶¶ 15–18.

LEGAL ARGUMENT

A. The Agreement is Fair, Reasonable, and Adequate, and Should be Approved.

To grant final approval of a class settlement, Rule 23(e) requires a determination by the district court that the proposed settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 534 (3d Cir. 2004) (“*Warfarin Sodium*”). There is a strong judicial policy in favor of resolution of litigation before trial particularly in “class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *In re CertainTeed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 484 (E.D. Pa. 2010) (quoting *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010)); *see also In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995) (“*GMC Truck*”) (“The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation”).

Settlements enjoy a presumption that they are fair and reasonable when, as in this case, they are the product of arm’s-length negotiations conducted by experienced counsel who are fully familiar with all aspects of class action litigation. *See, e.g., GMC Truck*, 55 F.3d at 785; *Sullivan v. DB Invs.*, 667 F.3d 273, 320 (3d

Cir. 2011) (en banc); *In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2019) (“We apply an initial presumption of fairness in reviewing a class settlement when: ‘(1) the negotiations occurred at arms length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.’”) (quoting *In re Cendant Corp. Sec. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)); *see also* Manual For Complex Litigation (Fourth) § 21.641 (2004). Here, as in *In re NFL Players*, the negotiations occurred at arms’ length, Plaintiff and Class Counsel secured and analyzed extensive discovery prior to negotiating the Settlement Agreement, Class Counsel are experienced in similar litigation, and zero Class Members objected, let alone a “small fraction.” So, under Third Circuit precedent, the proposed Agreement is entitled to a presumption of fairness.

A fair, reasonable and adequate settlement need not be the “ideal settlement.” A settlement is, after all, “a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *In re Prudential Ins. Co. of Am. Sales Prac. Litig.*, 962 F. Supp. 450, 534 (D.N.J. 1997), *aff’d*, 148 F.3d 283 (3d Cir. 1998) (“*Prudential I*”).

As one court has noted:

[T]he court’s intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned . . . The proposed settlement

is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.

Officers for Justice v. Civ. Serv. Comm'n, 688 F.2d 615, 625, 630 (9th Cir. 1982); *accord In re Am. Family Enters.*, 256 B.R. 377, 421 (D.N.J. 2000) (“[S]ignificant weight should also be given ‘to the belief of experienced counsel that [the] settlement is in the best interest of the class.’”).

The Third Circuit has adopted a nine-factor test to determine whether a settlement is “fair, reasonable, and adequate.” The elements of this test—known as the “*Girsh* factors”—were addressed at length in Plaintiff’s Motion for Preliminary Approval. ECF No. 78-1, at pp. 14–17; *see also In re NFL Players Concussion Injury Litig.*, 821 F.3d at 437 (affirming continued use of *Girsh* factors). Here, the Settlement meets each of these factors, and thus, should be approved.

B. The Girsch Factors Weigh in Favor of Approval

Initially, Plaintiff incorporates by reference her discussion of the *Girsch* factors set forth in her Motion for Preliminary Approval. ECF No. 78-1, at pp. 14–17. In that brief, Plaintiff showed that the first, third, fourth, fifth, sixth, eighth, and ninth factors supported approval, the seventh factor was irrelevant, and the second factor (reaction of the Class) could not be determined at that stage. *Id.* The analysis as to each of those factors, except the second factor (*see infra*), remains equally applicable. Now that the Class has received notice of the Settlement and the

deadlines for opting out and objecting have passed, the second factor is ripe for review.

The second *Girsh* factor “attempts to gauge whether members of the class support the Settlement.” *In re Prudential Ins. Co. of Am. Sales Prac. Litig.*, 148 F.3d 283, 318 (3d Cir. 1998) (“*Prudential II*”). The reaction of the class “is perhaps the most significant factor to be weighed in considering [the settlement’s] adequacy.” *Sala v. Nat’l R.R. Passenger Corp.*, 721 F. Supp. 80, 83 (E.D. Pa. 1989) To properly evaluate it, “the number and vociferousness of the objectors” must be examined. *GMC Truck*, 55 F.3d at 812. Generally, “silence constitutes tacit consent to the agreement.” *Id.* A “paucity of protestors . . . militates in favor of the settlement[.]” *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304 at 1314 (3d Cir. 1993); *see also* *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (objections by 29 members of a class comprised of 281 “strongly favors settlement”); *Prudential I*, 962 F. Supp. at 537 (small number of negative responses to settlement favors approval); *Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297 at 1301 (D.N.J. 1995) (100 objections out of 30,000 class members weighs in favor of settlement); *Yaeger v. Subaru of Am., Inc.*, No. 1:14-cv-4490 (JBS-KMW), 2016 U.S. Dist. LEXIS 117193 at *27 (D.N.J. Aug. 31, 2016) (“strongly positive” reaction of the class in case with 34 objectors and 2,328 opt-outs amount 577,860 class vehicles).

Here, notice was successfully delivered to substantially all Class members. JND Decl., ¶¶ 7–10. None objected, and only one opted out. The dearth of objections and opt outs is convincing evidence of the Class’s support for the Settlement. *See Prudential I*, 962 F. Supp. at 537; *cf. Colon v. Passaic Cty.*, No. 08-4439 (DMC)(MF), 2012 U.S. Dist. LEXIS 58718, at *10 (D.N.J. Aug. 24, 2012) (“A review of the relatively small number of objections convinces the Court that the overall reaction of the class to the Settlement Agreement is favorable.”).

Upon review, eight of the nine *Girsch* factors affirmatively support approval, while one is neutral. *See supra*; ECF No. 78-1, at pp. 14–17. These factors therefore strongly support approval of the Settlement. *See In re Schering-Plough Corp.*, No. 08-1432 (DMC)(JAD), 2012 U.S. Dist. LEXIS 75213, at *11–*16 (D.N.J. May 31, 2012) (finding *Girsch* factors supported settlement approval where seven factors favored settlement and two were neutral); *cf. In re Am. Family Enters.*, 256 B.R. 377, 418 (D.N.J. 2000) (“These factors are a guide and the absence of one or more does not automatically render the settlement unfair.”).

THE NOTICE PROGRAM SATISFIES DUE PROCESS

Under Rule 23(e)(1), in approving a class action settlement, the district court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). For classes certified under Rule 23(b)(3), courts must further ensure that class members receive “the best notice that

is practicable under the circumstances, including individual notice to all members who can be identified by reasonable effort,” and provide prescribed information about the action, the settlement and its effect, and the approval process. Fed. R. Civ. P. 23(c)(2)(B).

In the Preliminary Approval Order, the Court approved the form and content of Class Notice, and held that it “constitutes the best notice practicable under the circumstances.” ECF No. 84, ¶¶ 4–9. Since then, Class Notice was issued and successfully delivered to substantially all of the Class, thereby confirming the efficacy of the Notice program. *Cf. In re Integra Realty*, 262 F.3d at 1110-11 (holding Rule 23 and due process requisites satisfied where the record indicated only 77% of class members actually received notice of the settlement) The Settlement Administrator also established a Settlement Website and toll-free VRU telephone system to answer inquiries from Class Members. Furthermore, the parties have satisfied the notice provisions of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §1715, by causing information about the Settlement to be mailed via Certified Mail to relevant government officials. ECF No. 78-3, ¶ 52; JND Decl., ¶ 3–4; Thus, the Notice program that the Court preliminarily approved was implemented and has informed the Class fully of their rights and benefits under the Settlement. The Notice to the Class unquestionably satisfies all due process requirements and was fair, reasonable, and adequate.

THE SETTLEMENT CLASS SHOULD BE CERTIFIED

Plaintiff seeks to certify a Settlement Class consisting of:

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. . . . The Settlement Class is broader in scope than the class previously certified by the Court and will resolve all claims of the certified class.

ECF No. 78-3, ¶ 26; ECF No. 84. The party seeking certification must establish each requirement of Rule 23(a) and one of the three elements of Rule 23(b). *In re Cmty. Bank of N. Va.*, 418 F.3d 277, 302 (3d Cir. 2005). As shown below—and as the Court already **twice agreed** (in granting Plaintiff’s contested motion for class certification and motion for preliminary approval), each Rule 23 requirement is met for purposes of Settlement.

A. Each Rule 23(a) Element is Met

i. The Class is so numerous that joinder is impracticable.

Rule 23(a)(1) requires that the class be so numerous that joinder of all class members is “impracticable.” *Liberty Lincoln Mercury, Inc. v. Ford Mktg. Corp.*, 149 F.R.D. 65, 73 (D.N.J. 1993). Discovery revealed approximately 31,000 members of the Settlement Class. JND Decl., ¶ 6. Thus, numerosity is easily met. *See Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (numerosity requirement generally

satisfied “if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40”).

ii. Questions of law and fact are common to the Class.

“Rule 23(a)(2)’s commonality element requires that the proposed class members share at least one question of fact or law in common with each other.” *Warfarin Sodium*, 391 F.3d at 527-28. “Commonality does not require perfect identity of questions of law or fact among all class members. Rather, ‘even a single common issue will do.’” *Reyes v. Netdeposit, LLC*, 802 F.3d 469, 486 (3d Cir. 2015) (quotation omitted). Here, the Settlement Class Members share many common issues of law and fact.

Commonality is satisfied because whether GEICO breached the form Policies by failing to pay cost necessary to replace a total-loss vehicle, and thus failed to properly pay ACV, is a common question of law, for which interpretation of uniform Policy language would provide a common answer. *See, e.g., Allapattah v. Exxon Corp.*, 333 F.3d 1248, 1261 (11th Cir. 2003) (commonality established where the court interpreted materially similar contracts); *Silvis v. Ambit Energy, L.P.*, No. 14-5005, 2018 U.S. Dist. LEXIS 28392, at *8–*9 (E.D. Pa. Feb. 22, 2018) (similar). The answer to that question will resolve a central issue in each Class Members’ claim in a “single stroke.” *See, e.g., Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011).

iii. Plaintiff's claim is typical of the Settlement Class Members.

In considering typicality under Rule 23(a)(3), the court must determine whether “the named plaintiffs’ individual circumstances are markedly different or . . . the legal theory upon which the claims are based differs from that upon which the claims of other class members will perforce be based.” *Johnston v. HBO Film Mgmt., Inc.*, 265 F.3d 178, 184 (3d Cir. 2001). Typicality does not require that all class members share identical claims. *Id.* So long as “the claims of the named plaintiffs and putative class members involve the same conduct by the defendant, typicality is usually established regardless of factual differences.” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183–84 (3d Cir. 2001).

Typicality is readily established here for settlement purposes. GEICO’s practices described herein are uniform and Plaintiff’s claims are based on the same legal theory—her and the Class’s identical insurance contracts with GEICO were materially breached because ACV includes costs reasonably likely to be incurred. *See James v. City of Dallas*, 254 F.3d 551, 571 (5th Cir. 2001); *Silvis*, 2018 U.S. Dist. LEXIS 28392, at *9–*10 (typicality met where plaintiff’s and class’s claims arose “out of the same conduct” and implicated materially similar contracts). Plaintiff’s claims are also subject to the same affirmative defenses as absent Class Members. But even the presence of a unique defense or factual circumstance does

not preclude a finding of typicality. *See Newton*, 259 F.3d at 183–84. Typicality is easily met here, as this Court has already found on two occasions.

iv. The named Plaintiff is an adequate representative.

The adequacy requirement has two components intended to ensure that the absent class members’ interests are protected: (a) the named plaintiffs’ interests must be sufficiently aligned with the interests of the class, and (b) the plaintiffs’ counsel must be qualified to represent the class. *GMC Truck*, 55 F.3d at 800. Here, the requirements for adequacy are satisfied.

As for the first component, the Court must determine whether “the representatives’ interests conflict with those of the class.” *Johnston*, 265 F.3d at 185. There is no suggestion that any conflict of interest exists nor any threat this litigation could benefit some Class members while harming others. *See generally Valley Drug Co. v. Geneva Pharms., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003) (a conflict precluding adequacy occurs only if it is “fundamental,” meaning that some class members would be “harmed by the same conduct that benefitted other[s]”).

Further, Plaintiff’s counsel is experienced in litigating class actions and complex litigation, including originating the theory and successfully litigating class actions asserting the same claims as presented here, and had and have the resources to prosecute the claim. Normand Decl. at ¶¶ 41–45; *see* Fed. R. Civ. P. 23(g) (listing

factors relevant to appointing class counsel); ECF No. 54, at 9–10. So, Rule 23(a)(4)’s adequacy prerequisite is satisfied.

B. The Rule 23(b)(3) Factors Are Met.

In addition to meeting the requirements of Rule 23(a), the Class also must satisfy Rule 23(b)(3). The rule is satisfied here for settlement purposes. Questions of law or fact common to the Class Members predominate over any questions affecting only individual Class Members, especially given the proposed Settlement, which eliminates any individual issues. And class treatment is superior to other available methods for the fair and efficient adjudication of this controversy.

i. Predominance

Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members.” “Common issues predominate when the focus is on the defendants’ conduct and not on the conduct of the individual class members.” *In re Mercedes-Benz Antitrust Litig.*, 213 F.R.D. 180, 187 (D.N.J. 2003); *see also Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013) (“Rule 23(b)(3), however, does not require a plaintiff seeking class certification to prove that every ‘element of her claim is susceptible to classwide proof.’”); *Cnty. Bank*, 418 F.3d at 309 (predominance requirement satisfied where “[a]ll plaintiffs’ claims arise from the same alleged

fraudulent scheme”; “[t]he presence of potential state law or federal claims that were not asserted by the named plaintiffs does not defeat a finding of predominance”).

Here, all Class Members allege they have been injured by the same wrongful course of conduct—namely, GEICO’s breach of materially identical form contracts by failing to pay the full replacement costs (less depreciation) of totaled vehicles. Courts routinely find common issues predominate in cases involving interpretation of uniform insurance policies. *See, e.g., Mitchell v. State Farm Fire & Cas. Co.*, 954 F.3d 700, 710 (5th Cir. 2020); *Stuart v. State Farm Fire & Cas. Co.*, 910 F.3d 371, 375 (8th Cir. 2018); *Hicks v. State Farm Fire & Cas. Co.*, 965 F.3d 452, 459-60 (6th Cir. 2020). The predominating issue in this litigation is whether GEICO’s policies include coverage for Replacement Fees as components of ACV due after a total loss, and this identical policy language governs every Class Member. Plaintiff contends GEICO’s uniform policy of not including regulatory fees in ACV payments breached the Policy for every Class member in precisely the same way. ECF No. 54, at 12–13. Not only does the answer to this question depend on form policy language equally applicable to all Class members, but it is also a legal question of contract interpretation devoid of factual inquiry that might create individual issues. *See Travelers Prop. Cas. Co. of Am. v. Cont’l Ins. Co.*, No. 10-6320, 2014 WL 4105487, at *4 (D.N.J. Aug. 19, 2014) (“[U]nder New Jersey law, interpretation of insurance policy provisions is essentially a question of law and suitable for resolution on a

motion for summary judgment.”). Numerous courts have found such common question to predominate in litigation classes alleging virtually identical claims. *Angell v. GEICO Advantage Ins. Co.*, 67 F. 4th 727, 736–40 (5th Cir. 2023) (affirming certification of class seeking recovery of sales tax and transfer fees as components of ACV); *Sos v. State Farm Mut. Auto. Ins. Co.*, No. 21-11769, 2023 U.S. App. LEXIS 22986, at *46–*58 (11th Cir. Aug. 23, 2023) (similar); *Paris v. Progressive Am. Ins. Co.*, No. 19-CV-21761, 2020 U.S. Dist. LEXIS 212127 (S.D. Fla. Nov. 13, 2020) (granting certification of class of insureds seeking unpaid taxes and fees on total loss claims payments).

ii. Superiority

“The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone’s (usually an attorney’s) labor.” *Amchem Prods. v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231 at 617 (1997). The Supreme Court’s reasoning in *Amchem* is applicable here, since the amount at stake for any plaintiff individually would not make a lawsuit economical. Certifying this action as a class action for settlement purposes will allow final resolution of many claims through an efficient mechanism.

CONCLUSION

Plaintiff respectfully requests the Court enter an Order:

- (i) granting final approval to the Settlement set forth in the Agreement (ECF No. 78-3);
- (ii) certifying a Settlement Class for settlement purposes only;
- (iii) granting final appointment of the Plaintiff as Settlement Class Representative and the law firms of Normand PLLC, Dicello Levitt LLP, Dapeer Law, P.A., Edelsberg Law, P.A., and Shamis & Gentile, P.A., as Settlement Class Counsel;
- (iv) confirming the appointment of JND Legal Administration as the Settlement Administrator, and
- (v) entering a Final Order and Judgment dismissing the Action with prejudice.

Respectfully submitted this 13th day of January, 2025.

/s/ Mark A. DiCello
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Attorneys for Plaintiff

Exhibit One

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

DIANE MCCOY, individually and on behalf of
all others similarly situated,)

Plaintiff,)

v.)

GEICO INDEMNITY COMPANY, a foreign
corporation)

Defendant.)

Civil Action No.
3:20-CV-05597-BRM

DECLARATION OF ALEXANDER S. WILLIAMS REGARDING SETTLEMENT

ADMINISTRATION

I, ALEXANDER S. WILLIAMS, declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is serving as the Claims Administrator¹ in the above-captioned litigation (“Action”) for the purposes of administering the Settlement preliminarily approved by the Court in its Preliminary Approval Order dated September 4, 2024.

CAFA NOTICE

3. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, JND compiled a CD-ROM containing the following documents:

- a. Defendant’s Answer to Plaintiff’s Class Action Complaint for Damages, filed on July 6, 2020;

¹ Capitalized terms used and otherwise not defined in this Declaration shall have the meanings given such terms in the Agreement.

- b. Class Action Complaint for Damages, filed on May 6, 2020;
- c. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on July 1, 2024;
- d. Plaintiff's Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class, filed on July 1, 2024;
- e. Declaration of Edmund A. Normand, filed on July 1, 2024;
- f. Class Action Settlement Agreement and Release, filed on July 1, 2024;
- g. Proposed Order Preliminarily Approving Settlement and Directing Notice to the Class, filed on July 1, 2024; and
- h. Copies of the Claim Form, Short Form Notice, Email Notice, and Long Form Notice.

4. The CD-ROM was mailed on July 11, 2024, to the appropriate Federal and State officials identified in the attachment with an accompanying cover letter, a copy of which is attached hereto as **Exhibit A**.

CLASS MEMBER DATA

5. On October 11, 2024, JND received a spreadsheet containing the names, mailing addresses, policy numbers, claim numbers, dates of loss, and email addresses (to the extent available) of individuals identified as potential Class Members.

6. Prior to mailing notices, JND analyzed the raw data to detect duplicate records and did not find any duplicate records, resulting in 30,921 unique Class Member records. JND updated the Class Member contact information using data from the National Change of Address ("NCOA") database.² The Class Member data was promptly loaded into a secure database established for this Action.

² The NCOA database is the official United States Postal Service ("USPS") technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

NOTICE MAILING

7. Pursuant to the Settlement, on November 19, 2024, JND sent the Court-approved Short Form Notice with detachable Claim Form (“Notices”) via U.S Postal Service regular mail to the 30,921 unique Class Members. A representative sample of the Short Form Notice with detachable Claim Form is attached hereto as **Exhibit B**.

8. As of January 12, 2025, of the total 30,921 Notices mailed, 191 Notices were forwarded to updated addresses by USPS. JND tracked 3,941 Notices that were returned to JND as undeliverable. Of the 3,941 Notices returned as undeliverable, none were returned with updated addresses provided by USPS. JND conducted advanced address searches and received updated address information for 2,804 Class Members. JND re-mailed the Notice to the 2,804 Class Members, and 26 re-mailed Notices were returned as undeliverable.

EMAIL NOTICE CAMPAIGN

9. On November 19, 2024, JND commenced the Email Notice to 29,478 email addresses from the data. Of the total Email Notices sent, 1,972 Email Notices were undeliverable. A representative sample of the Email Notice is attached hereto as **Exhibit C**.

DELIVERABILITY OF NOTICE MAILING AND EMAIL NOTICE CAMPAIGN

10. As of January 12, 2025, following the Notice mailing and Email Notice campaign, 30,715 out of 30,921 total Class Members (99.3%) were sent a mailed Notice or Email Notice that was not undeliverable.

SETTLEMENT WEBSITE

11. On November 19, 2024, JND established the Settlement Website (www.NJTotalLossAutoSettlement.com), which hosts copies of important case documents (including, but not limited to, downloadable copies of the Short Form Notice, Long Form Notice, Claim Form, Class Action Complaint for Damages, Settlement Agreement and Release, Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, Preliminary Approval Order, Plaintiff’s Unopposed Motion for Attorneys’ Fees, Costs and Service Award, and Plaintiff’s Memorandum in Support of Unopposed Motion for Attorneys’ Fees and Costs and

Service Award), answers to frequently asked questions, key dates, and Claims Administrator contact information including telephone, mail, and e-mail. Before the claims deadline passed on January 3, 2025, claimants also had the ability to submit a claim electronically on the website with a valid total loss claim number or claimant ID with a unique PIN number. A representative copy of the Long Form Notice is attached hereto as **Exhibit D**.

12. As of January 12, 2025, the Settlement Website has tracked 1,781 unique users who registered 7,268 page views.

TOLL-FREE INFORMATIONAL LINE

13. On November 19, 2024, JND established a case-specific toll-free telephone number (1-877-753-7737) for Class Members to call to obtain information about the Settlement. Class Members also have the ability to leave a voicemail message for the Claims Administrator. Pursuant to the Settlement, JND responds to voicemails within two business days. The toll-free number is accessible 24 hours a day, 7 days a week.

14. As of January 12, 2025, the toll-free number has received 79 calls.

REQUESTS FOR EXCLUSION

15. The Long Form Notice informed Class Members who wanted to exclude themselves from the Settlement (“opt-out”) that they must do so by submitting an exclusion request letter to the Claims Administrator, postmarked on or before December 19, 2024.

16. As of January 12, 2025, JND has received one (1) timely exclusion request from J. Dinicola-Ortiz (Lk. Hopatcong, New Jersey).

OBJECTIONS

17. The Long Form Notice informed recipients that any Class Members who would like to object to the Settlement may do so by submitting their objection letter to the Claims Administrator. The objection letter needed to be postmarked by December 19, 2024.

18. As of January 12, 2025, JND has not received and is not aware of any objections.

CLAIMS RECEIVED

19. Pursuant to the terms of the Settlement, Class Members must submit a complete and timely Claim Form to JND in order to be eligible for a settlement payment. The Claim Form needed to be submitted or timely postmarked by January 3, 2025.

20. As of January 12, 2025, JND has received 2,299 timely claims (of these, 1,579 were mailed/e-mailed, and 720 were submitted online). This figure represents the total claims received prior to deduping. JND anticipates that additional timely postmarked claims may still be received via mail.

21. JND is in the process of receiving, reviewing, and validating claim submissions, and can, upon request, provide a supplemental declaration with final claim counts after the deficiency notice process and claim validation has been completed.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 13, 2025 at Seattle, Washington.



ALEXANDER S. WILLIAMS

EXHIBIT A

July 11, 2024

VIA FEDERAL EXPRESS

The Appropriate Federal
and State Officials Identified
in Attachment A

Re: CAFA Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. §
1715

To Whom It May Concern:

This Notice is being provided to you in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, on behalf of GEICO Indemnity Company (“GEICO”). This letter is to advise you that on July 1, 2024, Plaintiff filed an Unopposed Motion for Preliminary Approval of Class Action Settlement in *McCoy, et al. v. GEICO Indemnity Company*, 3:20-cv-05597-BRM, to settle a pending class action alleging that GEICO failed to pay certain regulatory fees to Plaintiff and other New Jersey insureds who submitted physical damage claims for their vehicles during the Class Period that resulted in total loss claim payments. The settlement class is limited to New Jersey policyholders.

Case Name: *Diane McCoy, et al. v. GEICO Indemnity Company*

Case Number: 3:20-cv-05597-BRM

Jurisdiction: United States District Court for the District of New Jersey

Date Settlement

Filed with Court: July 1, 2024

GEICO denies any wrongdoing or liability whatsoever, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. Copies of all materials filed in the above named action is electronically available on the Court’s Pacer website found at <https://pcl.uscourts.gov>. Additionally, in compliance with 28 U.S.C. § 1715(b), the enclosed CD contains the following documents:

28 U.S.C. § 1715(b)(1) – Complaint and Related Materials: Copies of the following documents are included on the enclosed CD:

- Defendant's Answer to Plaintiff's Class Action Complaint for Damages, filed on July 6, 2020, included on accompanying CD as Exhibit 01;
- Class Action Complaint for Damages, filed on May 6, 2020, included on accompanying CD as Exhibit 02.

28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing: As of July 9, 2024, the Court has not yet scheduled a final approval hearing in this matter. Plaintiff filed the following documents:

- Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on July 1, 2024, included on accompanying CD as Exhibit 03;
- Plaintiff's Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class, filed on July 1, 2024, included on accompanying CD as Exhibit 04;
- Declaration of Edmund A. Normand, filed on July 1, 2024, included on accompanying CD as Exhibit 05;
- Class Action Settlement Agreement and Release, filed on July 1, 2024, included on accompanying CD as Exhibit 06;
- Proposed Order Preliminarily Approving Settlement and Directing Notice to the Class, filed on July 1, 2024, included on accompanying CD as Exhibit 07.

28 U.S.C. § 1715(b)(3) – Notification to Class Members: Copies of the *Claim Form*, *Postcard Notice*, *Email Notice*, and *Long Form Notice* are included on the enclosed CD as Exhibits 8, 9, 10, and 11, respectively.

28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement: As noted above, a copy of the *Class Action Settlement Agreement and Release* is included on the enclosed CD as Exhibit 06.

28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement: As of July 9, 2024, no other settlement or agreement has been entered into by the parties, either directly or by and through their respective counsel.

28 U.S.C. § 1715(b)(6) – Final Judgment: As of July 9, 2024, no Final Judgment has been reached, nor have any Notices of Dismissal been granted.

28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:

It is not possible to provide a breakdown of the settlement class in accordance with 18 U.S.C. § 1715(b)(7) at this time. Although the settlement class is limited to New Jersey policyholders and the vast majority of class members are likely New Jersey residents, the settlement class is sufficiently numerous that it could include class members currently residing in all 50 U.S. states, as well as the District of Columbia and U.S. territories and associated states. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 33,000 individuals in the settlement class.

28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement: As of July 9, 2024, there have been no written judicial opinions related to the settlement.

If you have any questions regarding the details of this case, settlement or this notice, please contact defense counsel at:

Kymerly Kochis
Eversheds Sutherland (US) LLP
1114 Avenue of the Americas, 40th Floor
New York, NY 10036
Office phone: (212) 389-5068
Cell phone: (267) 567-2946
Email: kymberlykochis@eversheds-sutherland.com

Sincerely,
Kymerly Kochis

CAFA Notice - Attachment A - Service List

Lori K Wing-Heier, Director
DCCED Div of Insurance
550 W 7th Ave
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Anchorage, AK 95934

Mark Fowler, Commr.
Alabama Dept of Insurance
201 Monroe St
Ste 502
Montgomery, AL 36104

Alan McClain, Commr.
Arkansas Insurance Dept
1 Commerce Way
Little Rock, AR 70298

Barbara Richardson, Exec. Dep. Dir.
DIFI
100 N 15th Ave
Ste 261
Phoenix, AZ 82377

Ricardo Lara, Commr.
California Dept of Insurance
300 Capitol Mall
17th Fl
Sacramento, CA 95814

Michael Conway, Commr.
Colorado DORA Div of Insurance
1560 Broadway
Ste 850
Denver, CO 80202

Andrew N. Mais, Commr.
Connecticut Insurance Dept
153 Market St
7th Fl
Hartford, CT 06103

Trinidad Navarro, Commr.
Delaware Dept of Insurance
1351 West North Street
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Dover, DE 19904

Michael Yaworsky, Commr.
Florida Ofc of Insurance Regulation
J Edwin Larson Bldg
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Tallahassee, FL 32399

John F. King, Commr.
Ofc of Insurance and Safety
Fire Commissioner
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Atlanta, GA 30334

Gordon I. Ito, Commr.
DCCA Insurance Division
King Kalakaua Building
335 Merchant St Rm 213
Honolulu, HI 96813

Doug Ommen, Commr.
Iowa Insurance Division
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Ann Gillespie, Acting Dir.
Illinois Dept of Insurance
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Springfield, IL 61767

CAFA Notice - Attachment A - Service List

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Topeka, KS 66604

Sharon P. Clark, Commr.
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Mayo-Underwood Building
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Frankfort, KY 40601

Timothy J. Temple, Commr.
Louisiana Dept of Insurance
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OCABR Division of Insurance
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Kathleen A. Birrane, Commr.
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CAFA Notice - Attachment A - Service List

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Concord, NH 03301

Justin Zimmerman, Acting Commr.
NJ Dept of Banking and Insurance
Mary Roebling Bldg
20 W State St
Trenton, NJ 07402

Alice T. Kane, Superintendent
Ofc of Superintendent of Insurance
1120 Paseo de Peralta
Suite 428
Santa Fe, NM 87501

Scott Kipper, Commr.
Nevada Division of Insurance
Dept of Business and Industry
1818 E College Pkwy Ste 103
Carson City, NV 89706

Adrienne A. Harris, Superintendent
Dept of Financial Services
One State St
New York, NY 08493

Judith L. French, Director
Ohio Dept of Insurance
50 W Town St
Third Fl Ste 300
Columbus, OH 43215

Glen Mulready, Commr.
Oklahoma Insurance Department
400 NE 50th St
Oklahoma City, OK 73105

TK Keen, Administrator
Division of Financial Regulation
350 Winter St NE
Room 410
Salem, OR 93418

Michael Humphreys, Commr.
Pennsylvania Insurance Dept
1326 Strawberry Square
13th Fl
Harrisburg, PA 17120

Elizabeth Kelleher Dwyer
Superintendent, Div of Insurance
Dept of Business Regulation
1511 Pontiac Ave Bldg 69-2
Cranston, RI 02920

Michael Wise, Director
South Carolina Dept of Insurance
Capitol Center
1201 Main St Ste 1000
Columbia, SC 29201

Marcia Hultman, Secretary
Dept of Labor and Regulation
Division of Insurance
124 S Euclid Ave 2nd Fl
Pierre, SD 57501

Carter Lawrence, Commr.
Dept of Commerce and Insurance
Davy Crockett Tower 12th Fl
500 James Robertson Pkwy
Nashville, TN 36678

CAFA Notice - Attachment A - Service List

Cassie Brown, Commr.
Texas Dept of Insurance
1601 Congress Ave
Austin, TX 78701

Jonathan T. Pike, Commr.
Utah insurance Dept
4315 S 2700 W
Ste 2300
Taylorsville, UT 84129

Scott A White, Commr.
State Corporation Commission
Bureau of Insurance
Tyler Bldg 1300 E Main St
Richmond, VA 23219

Kevin Gaffney, Commr.
Dept of Financial Regulation
89 Main St
3rd Fl
Montpelier, VT 02519

Mike Kreidler, Commr.
Ofc of the Insurance Commissioner
5000 Capitol Blvd SE
Tumwater, WA 98501

Nathan Houdek, Commr.
Ofc of the Commr of Insurance
125 S Webster St
GEF III - Second Fl
Madison, WI 50229

Allan L. McVey, Commr.
Ofcs of the Insurance Commissioner
900 Pennsylvania Ave
Charleston, WV 25302

Jeff Rude, Commr.
Wyoming Dept of Insurance
106 E 6th Ave
Cheyenne, WY 81562

Karima Woods, Commr.
Dept of Insurance, Securities
and Banking
1050 First St NE Ste 801
Washington, DC 20002

Peni Itula Sapini Teo, Commr.
Office of the Governor
A.P. Lutali Exec Ofc Bldg, 3rd Fl
Utulei
Pago Pago, AS 96799

Alexander Adams Vega, Commr.
Oficina del Comisionado de Seguros
Edificio World Plaza 906
268 Ave. Muñoz Rivera
San Juan, PR 00918

Tregenza A. Roach, Commr.
Division of Banking, Insurance
and Financial Regulation
No 5049 Kongens Gade
St Thomas, VI 00802

Marie Lizama, Acting Director
Guam Dept of Revenue and Taxation
Regulatory Division
1240 Army Dr
Barrigada, GU 96913

Francisco Cabrera, Acting Commr.
CNMI Dept of Commerce
Administration Building
P.O. Box 5795 CHR
Saipan, MP 91392

CAFA Notice - Attachment A - Service List

Nakama Sana, Commissioner
FSM Insurance Board
P.O. Box K-2980
Kolonia
Pohnpei, FM 96941

Richard Hickson, Attorney General
C/O Marshall Islands Embassy
2433 Massachusetts Ave NW
Washington, DC 20008

Ernestine K Rengiil
Office of the Attorney General
P.O. Box 1365
Koror, PW 96939

Jerome H. Powell, Chairman
U.S. Federal Reserve Bank
20th St. and Constitution Ave., NW
Mail Center I-2322
Washington, DC 20551

Merrick B Garland
Office of the U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Ave NW
Washington, DC 20529

EXHIBIT B

COURT ORDERED LEGAL NOTICE

**If you suffered a total-loss
on a vehicle insured by GEICO
from 2014 - 2020, you may be
entitled to a cash payment.**

**Complete and return the
enclosed form by January 3, 2025 to
potentially receive a cash payment.**

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.

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

«MailingBarcode»

Postal Service: Please do not mark barcode

Claimant ID: «NameNumber»

«Name»

«Address1»

«Address2»

«City», «State» «PostalCode»

«Country»

United States District Court District of New Jersey

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.NJTotalLossAutoSettlement.com, clicking “Submit a Claim” and entering the Claimant ID and unique PIN «PIN» that is on the attached claim form or the total loss claim number. Claim forms must be postmarked by **January 3, 2025** or submitted online by 11:59 p.m. EST on **January 3, 2025**.

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 **December 19, 2024**. 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 **December 19, 2024**. The Long Form Notice, available at the Settlement Website, explains how to exclude yourself or object. The Court will hold a hearing on **January 27, 2025** 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.NJTotalLossAutoSettlement.com.

CLAIM FORM

Name & Address: «Name» «Address1» «Address2» «City», «State» «PostalCode» «Country»

Date of Loss: «Date_of_Loss»

Claimant ID: «NameNumber»

ADDRESS (if different from above)

Primary Address		
Primary Address (continued)		
City	State	ZIP Code

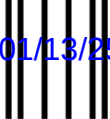
AFFIRMATION (required): By signing below, I affirm that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above and that to the best of my knowledge, the information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

Signature: _____

Dated: _____

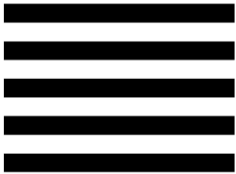
Name (please print): _____

To be considered, this Claim Form must be mailed to the above address postmarked no later than January 3, 2025.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 985 SEATTLE, WA



POSTAGE WILL BE PAID BY ADDRESSEE

MCCOY CLASS ACTION SETTLEMENT
C/O JND LEGAL ADMINISTRATION
PO BOX 91088
SEATTLE WA 98111-9853



EXHIBIT C

To: [Class Member Email Address]
From: info@NJTotalLossAutoSettlement.com
Subject: McCoy Class Action Settlement - Submit 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 January 3, 2025.

TO MAKE A CLAIM: Click [here](#) or go to www.NJTotalLossAutoSettlement.com and enter your total loss claim number or Claimant ID [[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.NJTotalLossAutoSettlement.com using your Claimant ID and unique PIN or a valid total loss claim number. Paper Claim Forms must be postmarked by **January 3, 2025**, or electronic Claims submitted on the Settlement Website by 11:59 p.m. ET on **January 3, 2025**.

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 **December 19, 2024**. 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 **December 19, 2024**, 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 10 a.m. EST on January 27, 2025 in Courtroom 6E at Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, NJ 08608, 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 www.pacer.uscourts.gov 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.NJTotalLossAutoSettlement.com and the Court’s PACER website at www.pacer.uscourts.gov.

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.NJTotalLossAutoSettlement.com. You may also contact Class Counsel at 407-603-6031. PLEASE DO NOT TELEPHONE THE COURT, GEICO OR THE CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT D

**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:

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

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