

DeNITTIS OSEFCHEN PRINCE, P.C.

James A. Barry, Esq. (027512008)
525 Route 73 North, Suite 410
Marlton, NJ 08053
(856)797-9951
jbarry@denittislaw.com

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY, ST.
PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**NOTICE OF MOTION FOR
APPROVAL OF FINAL APPROVAL
OF PROPOSED CLASS ACTION
SETTLEMENT**

To: Clerk, Middlesex County

Return date of motion: April 17, 2026 at 9:30 a.m.
(per Court’s attached December 15, 2025 Order)
Place: Middlesex County Courthouse
56 Paterson Street
New Brunswick, NJ 08903-0964

Please take notice that the undersigned, attorneys for all parties herein, will apply to the above named court at the Middlesex County Courthouse, 56 Paterson Street, New Brunswick, New Jersey, for an Order granting Final Approval of the Proposed Class Action Settlement.

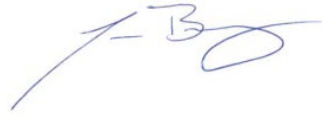
Counsel will rely upon the attached Plaintiff’s Memorandum of Law, certification and exhibits as part of this motion.

Pursuant to the Rules, the undersigned:

Do not request oral argument at this time as this is an unopposed motion.

This matter is not currently scheduled for a trial.

DENITTIS OSEFCHEN PRINCE, P.C.



Dated: April 6, 2026

James A. Barry, Esq.
Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Tel.: (856) 797-9951
Fax: (856) 797-9973
jbarry@denittislaw.com
sdenittis@denittislaw.com
josefchen@denittislaw.com

James C. Shah, Esq.
MILLER SHAH LLP
2 Hudson Place, Suite 100
Hoboken, NJ 07030
Tel: (866) 540-5505
jcshah@millershah.com

Michael A. Galpern, Esq.
**JAVERBAUM WURGAFT HICKS KHAN
WIKSTROM AND SININS, P.C.**
1000 Haddonfield-Berlin Rd., Suite 203
Voorhees, NJ 08043
Tel: (856) 596-4100
mgalpern@lawjw.com

REGINA THOMPSON, on behalf of herself
and others similarly situated,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

Plaintiff,

DOCKET NO.: MID-L-002108-23

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

CIVIL ACTION

Defendants.

FILED
December 15, 2025
ANA C. VISCOMI, J.S.C.

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

The Parties have reached a Settlement in this case. Through an unopposed Motion for Preliminary Approval of Class Settlement, they seek, among other things, that the Court: (1) certify the proposed Class for Settlement purposes; (2) grant preliminary approval of the Settlement Agreement ("Agreement"); (3) direct notice to the Settlement Class; and (4) set a Final Settlement Hearing. For the reasons stated below, the Motion is granted.

Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective insurance Co. (collectively, "Defendants") (all capitalized terms herein shall have the same meaning as in the Agreement), all acting by and through their respective counsel, have agreed, subject to Court approval following sending of the Class Notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions in the Agreement, filed with the Court on November 4, 2025; and

The Parties have made an application for preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

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 with good cause appearing,

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 Named Plaintiffs, all Settlement Class Members and Defendants.

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 Defendants 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 Defendants. 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 Parties 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 Parties, except that Defendants may file this Order in any action that may be brought against them 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 relating to the Released Claims set forth in the Agreement.

4. This Court has made a preliminary inquiry into the requirements of The New Jersey Rules of Civil procedure. The Court briefly addresses each factor and, for purposes of Settlement, finds that the proposed Settlement Class is suitable for class treatment.

5. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and only includes insureds who also suffered redressable harm, so is not overbroad. Thus, for purposes of Settlement, the threshold requirements for class certification are satisfied.

6. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether the subject reductions from PIP benefits for PIP deductibles and co-payments), and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

7. For purposes of Settlement, the Settlement Class is also certifiable under the New Jersey Rules of Civil Procedure because, for purposes of preliminarily approving the Settlement Class, common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

8. Defendants maintain all defenses to certification and this Order shall not be used as evidence or be interpreted in any way to be relevant as to whether a litigation class could or should have been certified for class treatment in this matter.

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

10. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Class Notice before it is mailed to Class Members.

11. 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 entitled thereto, complying fully with the requirements of the New Jersey Rules of Civil Procedure and due process.

12. The Class Notice procedure shall be as set forth below and in the Agreement.

- a) Notice of the pendency of the Action and of the Settlement shall be made pursuant to the terms of the Agreement, including mail notice.
- b) Within sixty (60) days of this Order, the Claims Administrator, shall cause copies of the Class Notice to be sent in accordance with the Agreement, which shall constitute the Initial Notice Date. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise (“Notice Date”).
- c) The Claims Administrator shall provide further copies of the Class Notice to Class Members upon request. The Court hereby appoints Epiq Systems Inc. as Claims Administrator.
- d) All costs and expenses incurred in providing notice to Settlement Class Members shall be paid by Defendants as set forth in the Agreement.

- e) Neither Defendants, nor Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.
- f) Consistent with the Agreement, the Court conditionally approves the following Settlement Class: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage and (a) for claims which Defendants' computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants' computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

13. If final approval of the Proposed Settlement is not obtained, this certification order, including the above description of the Settlement Class, shall be vacated and of no further force or effect.

14. The Court appoints Regina Thompson, Courtney Thorson and Michael Lucci, Jr. as Class Representatives, and James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203,

Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030 as Class Counsel.

15. Settlement Class Members who wish to comment on, object to or exclude themselves from the Settlement must do so in accordance with the instructions contained in the Agreement and Class Notice. Exclusion and objection requests must be postmarked no later than 30 days before the Final Settlement Hearing. Anyone who properly submits a request for exclusion shall not be a member of the Settlement Class and shall have no rights with respect to the Settlement. All Settlement Class Members who do not validly request exclusion shall be bound by any final judgment and order of dismissal entered pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting any and all of the Released Claims against any and all of the Released Parties, and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims.

16. A hearing shall be held on April 17, 2026, at 9:30 a. m., before the Honorable Ana C. Viscomi, New Jersey Superior Court for the County of Middlesex, 56 Paterson Street, New Brunswick, NJ 08901, 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 Representatives should receive Class Representative awards and in what amount; (d) whether Class Counsel should receive a fees award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

17. Any application by Class Counsel for Attorneys' Fees and Costs, and all papers in support thereof, and any application for Class Representative Awards, shall be filed with the Court at least fifteen (15) days prior to the Final Settlement Hearing.

18. All other papers in support of the Settlement or responding to objections or motions to intervene shall be filed at least ten (10) days prior to the Final Settlement Hearing.

19. Any Class Member who has not requested to be excluded from the Class may appear and endeavor to show cause, if any, why the Court should or should not: (a) approve the Proposed Settlement as set forth in the Agreement as fair, reasonable and adequate; (b) provide for Class Representative Awards; (c) provide for a fee award to Class Counsel; and (d) enter the Final Judgment finally approving the Settlement. Provided, however, that no person shall be heard with respect to, or shall be entitled to contest the foregoing matters unless, no later than 30 days prior to the Final Settlement Hearing, that person has properly filed a Notice of Objection with the Clerk of the Court, and served upon the Clerk of the Court, for the Superior Court of New Jersey, County of Middlesex, all the above listed Class Counsel and Counsel for the Defendants, Steven M. Levy, Dentons US LLP, 233 S. Wacker Drive, Suite 5900, Chicago, IL 60606.

20. The Notice of Objection, to be valid, must be in writing and contain the following information: (a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with

the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Settlement Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Settlement Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The notice of intent to object, to be effective, also must be submitted by the objector or a legally authorized representative on an individual basis and not as part of a group, class or subclass.

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

22. The Court may adjourn the Final Settlement 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 Settlement 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 and without leave to amend as to Defendants and against the Named Plaintiffs and the Settlement Class Members at or after the Final Settlement Hearing and without further notice to the Settlement Class Members.

23. This Action shall be stayed pending further proceedings in connection with the effectuation of the Proposed Settlement.

24. 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 of the Released Parties, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the action.

IT IS SO ORDERED.

December 15
DATED: _____, 2025

/s/ Ana C. Viscomi

Honorable Ana C. Viscomi

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on December 15, 2025. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys' fees, and Class Representative awards. A hearing was held on the Motions on April 17, 2026. For the reasons stated below, the Motions are granted.

On April 17, 2026, the matter of the Court's final approval of the Agreement submitted on November 4, 2025 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the

Court for consideration. Appearing on behalf of Plaintiffs and the Settlement Class were James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030. Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Erika Lopes-McLeman, DENTONS US LLP, 101 JFK Parkway, Short Hills, NJ 07078.

WHEREAS, the Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective Insurance Co. (collectively, “Defendants,” as defined in the Agreement), have executed and filed the Agreement with the Court on November 4, 2025; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on December 15, 2025, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Regina Thompson, Courtney Thorson and Michael Lucci, Jr. were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on April 17, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on April 17, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants wrongfully failed to pay full Personal Injury Protection (“PIP”) coverage in New Jersey automobile insurance policies (the “Policies”) by reducing PIP benefits by PIP deductibles and co-payments.
2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits

were paid. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants wrongfully reduced PIP benefits by amounts of PIP deductibles and co-payments) and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the New Jersey Rules of Civil procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to

approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on April 17, 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. One (1) Settlement Class Members has filed a request for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiffs, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. “Released Parties” means Defendants, as defined in the Settlement Agreement, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

21. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers,

stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

22. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the New Jersey Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this

Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them 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 relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective

firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$_____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$_____, to be paid by Defendants.

29. The Court hereby appoints Carolyn Karbasian, Esq. to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs/Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of enforcing this Final Judgment, the Agreement and the Settlement

IT IS SO ORDERED.

DATED: _____, 2026

Honorable Ana C. Viscomi

DeNITTIS OSEFCHEN PRINCE, P.C.

James A. Barry, Esq. (027512008)
525 Route 73 North, Suite 410
Marlton, NJ 08053
(856)797-9951
jbarry@denittislaw.com

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY, ST.
PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**DECLARATION OF JAMES A. BARRY IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL**

I, James A. Barry, upon my oath certify as follows:

1. I am a partner with the law firm DeNittis Osefchen Prince, P.C. ("DOP"), counsel of record for Plaintiffs and the class in this matter. I am an attorney-at-law in the State of New Jersey, the Commonwealth of Pennsylvania, the Supreme Court of the United States, the United States Court of Appeals for the Third Circuit, the United States District Courts for the District of New Jersey, and the Eastern District of Pennsylvania. I respectfully submit this declaration in support of Plaintiffs' motion for final approval of the settlement of the above-captioned class action.

2. I fully support the proposed settlement in the case at bar and believe it is fair, reasonable, and in the best interest of the class. The named Plaintiffs in this matter also fully support the proposed settlement.

3. I and the other attorneys in my firm have conducted extensive legal research regarding the various claims and potential defenses in this matter.

4. I and the other attorneys in my firm also have conducted an extensive investigation of the facts relating to this case, including substantial research regarding the Defendants' policies and practices and an exhaustive review of formal and informal discovery produced by Defendants.

5. I and the other attorneys in my firm have diligently prosecuted this case for approximately three years by, inter alia, thoroughly investigating Plaintiffs' claims, as well as the claims of class members; preparing and serving a class action complaint on Defendants; successfully briefing a motion to remand when this matter was removed to federal court; preparing and serving discovery on Defendants; reviewing formal and informal discovery produced by Defendants; participating in a full day of mediation followed by months of settlement negotiations; and ultimately successfully negotiating the proposed class settlement with Defendants.

6. During the pendency of this case, the parties participated in arms-length negotiations over a period of several months, as well as a full day of mediation before the Hon. Peter E. Doyme, A.J.S.C. (ret.). During settlement negotiations, Defendants produced informal discovery sufficient to identify the class members and to estimate class-wide damages.

7. I believe the foregoing has provided me with a firm basis for evaluating the risks of this case, the relative strengths and weaknesses of the parties' positions, and the reasonableness of the proposed settlement.

8. It is my opinion that, given the current state of the law and the facts which are now known regarding this action, the proposed settlement is not only fair and reasonable, but represents an excellent result for the class.

9. The parties have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation, and to resolve finally and completely all pending and potential claims of Plaintiffs and all members of the class.

10. Substantial arm's-length settlement negotiations have taken place between the parties.

11. Plaintiffs and their counsel recognize the costs and risks of further prosecuting this litigation, and believe that Plaintiffs' best interests, and the interests of all class members, are best served by the proposed class settlement as memorialized in the attached Settlement Agreement.

12. Defendants also recognize the costs and risks of litigation and believe this proposed settlement is a fair means of resolving this litigation.

13. I have served in leadership positions in a number of class actions and mass torts. Such class actions, include, the following cases: Caprarola v. Wells Fargo, Docket No. CAM-L-3570-13 (Super Ct. N.J. 2015); Martinez-Santiago v. Public Storage, 1:14-cv-00302-JBS-AMD (D.N.J.); Castro v. Sovran Self Storage, Inc., 1:14-cv-06445-RBK-JS (D.N.J.) In re Experian Data Breach Litigation, 8:15-cv-01592-AG-DFM (C.D.CA.); In re Yapstone Data Breach Litigation, 4:15-cv-04429-JSW (N.D. Cal); Dickens v. Sedgwick Claims Management, MID-L-5305-16 (Super Ct. N.J.); Morrow v. Quest Diagnostics, 2:17-cv-0948 CCC JBC (D.N.J.); Stechert v. The Travelers Home and Marine Insurance Co., 2:17-cv-000784-KSM (E.D.Pa.); Gamez v. PCS Revenue Control Systems, Inc., 2:21-cv-08991-JXN-AME (D.N.J.); In Re Physiomesh Litigation (Flexible Composite Mesh),

MCL 627 (Atlantic County); In re Proceed Mesh Litigation (Proceed Surgical Mesh and Proceed Ventral Patch Hernia Mesh), MCL 630 (Atlantic County); In re Prolene Hernia System Mesh Litigation, MCL No. 633 (Atlantic County); Ogelsby v. Johnson & Johnson and Ethicon, 3:18- cv - 16079 (D.N.J.).

I also have also published on the issue of class actions in New Jersey State and Federal Court, co-authoring the Chapter entitled “New Jersey Class Actions” in the 2020 New Jersey Mass Torts & Class Actions Treatise published by the New Jersey Institute of Continuing Legal Education with the Hon. Joel Schneider, U.S.M.J. (ret.).

I have presented and/or lectured to attorneys on the following class action and/or mass tort topics at the following Continuing Legal Education seminars:

- **New Jersey Association for Justice**
Jamesburg, New Jersey – May, 2015
Compulsory Arbitration Provisions in Consumer Contracts
- **New Jersey Association for Justice**
Atlantic City, New Jersey – April, 2016
Rising Stars Panel
- **American Lawyer Media, Inc.**
Philadelphia, Pennsylvania – October 2016
The Locks Law Firm Presents The ABCs of Complex Litigation: Asbestos, Benzene, CRPS and More
- **Lightstream Communications CLE**
Bryn Mawr, Pennsylvania – April, 2017
David vs. Goliath: What Can We Learn from Class Action Lawsuits?
- **New Jersey Association for Justice**
Atlantic City, New Jersey – April, 2017
Boardwalk Seminar
Data Breach: Who is Looking at What?
TCCWNA Update
Forced Arbitration Update
- **HarrisMartin Publishing**
Atlanta, Georgia – November 2017

HarrisMartin's Equifax Data Breach Litigation Conference
Damages

- **New Jersey Association for Justice**
Atlantic City, New Jersey – May, 2018
Boardwalk Seminar
TCCWNA Update
- **New Jersey State Bar Association (ICLE)**
New Brunswick, New Jersey – May, 2019
How the Latest Consumer Protection Laws Impact Your Clients and Practice
A look at health club cases – contracts, cancellation and other provisions
- **New Jersey Association for Justice**
Atlantic City, New Jersey – May, 2019
Boardwalk Seminar
Data Breach Litigation
- **New Jersey State Bar Association (ICLE)**
New Brunswick, New Jersey – October, 2019
Class Action Playbook
Case Selection
Filing Your Complaint
- **Mass Torts Made Perfect**
Las Vegas, Nevada – April, 2021
Ethicon Hernia Mesh – Key theories of Liability, and the Path to Trials in 2022
- **New Jersey Association for Justice**
Atlantic City, New Jersey - April 2023
Boardwalk Seminar
Data Breach and Privacy Litigation – Common Issues
- **New Jersey Association for Justice**
Atlantic City, New Jersey – May 2025
Boardwalk Seminar
Class Action Update

14. I have also appeared and/or argued in the following New Jersey Appellate Division and/or Supreme Court cases on issues relevant to class actions:

- Fazio v. Altice USA, 261 N.J. 90 (2025)(argued)
- Kernahan v. Home Warranty Administrator of Florida, Inc., 236 N.J. 301 (2019)(argued)

- Moore v. Atlantic County, 2018 N.J. Super Unpub. LEXIS 2064 (App. Div. Sept. 13, 2018)(argued)
- Spade v. Select Comfort, 232 N.J. 504 (2018)(argued)
- Mellett v. Aquasid, LLC, 452 N.J. Super. 23 (App. Div. 2017) cert. den. 231 N.J. 224 (2017)
- Dugan v. TGI Fridays, Inc., 231 N.J. 24 (2017)
- Roach v. BM Motoring, LLC, 228 N.J. 163 (2017)
- Morgan v. Sanford Brown Institute, 225 N.J. 289 (2016)(argued)

15. Notice of this proposed Settlement was provided to the Settlement Class as provided in the Court's Preliminary Approval Order. See Certification of Eamon Mason, from the Claims Administrator, Epiq, attached as Exhibit A, ¶¶4-12.

16. Out of 543 class members, none have objected to the proposed class settlement, and just one class member has requested exclusion from the class. The opt-out and objection deadline in this matter was March 18, 2026. See Certification of Eamon Mason, from Epiq attached as Exhibit A, ¶¶16-17.

17. To date a total of 23 claims have been filed with the Administrator. See Certification of Eamon Mason, from Epiq attached as Exhibit A, ¶18.

18. Pursuant to the Settlement Agreement (¶54) Class Members will have until 60 days after the Final Approval Hearing to file claims in the settlement. A copy of the fully-executed Settlement Agreement and Modification, as requested by this Court as part of the preliminary approval process, in this matter is attached as Exhibit B.

19. The parties have met and conferred and agreed upon the recommendation that Carolyn Karbasian, Esq. serve as the Neutral Evaluator in this matter for disputed claim decisions. Mrs. Karbasian has agreed to serve in this role at a rate of \$200 per review.

20. Attached hereto as Exhibit C is a true and correct copy of the opinion Educ. Station Day Care Ctr., Inc. v. Yellow Book USA, Inc., 2007 N.J. Super. Unpub. LEXIS 1607 (App. Div. 2007).

21. Attached hereto as Exhibit D is a true and correct copy of the opinion Gurriere v. Bloomfield Condo. Assocs., LLC, 2015 N.J. Super. Unpub. LEXIS 2137 (Ch. Div. July 20, 2015).

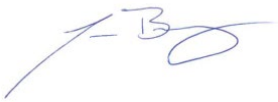
22. Attached hereto as Exhibit E is a true and correct copy of the opinion Lubitz v. DaimlerChrysler Corp., 2006 WL 3780789 (Law Div. Dec. 21, 2006).

I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct.

Respectfully submitted,

Dated: April 6, 2026

DeNITTIS OSEFCHEN PRINCE, P.C.

BY: 

James A. Barry

DeNITTIS OSEFCHEN PRINCE, P.C.

James A. Barry, Esq. (027512008)
525 Route 73 North, Suite 410
Marlton, NJ 08053
(856)797-9951
jbarry@denittislaw.com

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY, ST.
PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

PROOF OF SERVICE

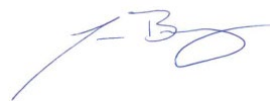
I, James A. Barry, Esquire, by way of certification state:

On April 6, 2026, the within Notice of Motion for Final Approval of Proposed Class Action Settlement with attachments have been filed on eCourts, provided to all counsel via eCourts and email, as well as a courtesy copy sent via priority mail to The Honorable Ana C. Viscomi, J.S.C.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 6, 2026

DeNITTIS OSEFCHEN PRINCE, P.C.



JAMES A. BARRY

Exhibit A

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**DECLARATION OF EAMON MASON REGARDING
IMPLEMENTATION OF NOTICE AND SETTLEMENT ADMINISTRATION**

I, EAMON MASON, hereby declare and state as follows:

1. I am a Senior Project Manager employed by Epiq Class Action & Claims Solutions, Inc. (“Epiq”). I have more than twenty years of experience working in the legal field and over ten years of experience handling all aspects of settlement administrations. The statements of fact in this declaration are based on my personal knowledge and information provided to me by my colleagues in the ordinary course of business, and if called on to do so, I could and would testify competently thereto.

2. Epiq was appointed as the Claims Administrator pursuant to Paragraph 12(c) of the Court’s Order Preliminarily Approving Settlement and Directing Notice to the Class (the “Order”), dated December 15, 2025, and in accordance with Section IV.44 of the Settlement Agreement.¹ I submit this declaration in order to advise the Parties and the Court regarding the implementation of the Court-approved Notice to the Class and to report on Epiq’s handling to date of the Settlement administration, in accordance with the Order and the Settlement Agreement.

¹ All capitalized terms not otherwise defined in this document shall have the same meanings ascribed to them in the Settlement Agreement.

3. Epiq was established in 1968 as a client services and data processing company. Epiq has administered bankruptcies since 1985 and settlements since 1993. Epiq has routinely developed and executed notice programs and administrations in a wide variety of mass action contexts including settlements of consumer, antitrust, products liability, and labor and employment class actions, settlements of mass tort litigation, Securities and Exchange Commission enforcement actions, Federal Trade Commission disgorgement actions, insurance disputes, bankruptcies, and other major litigation. Epiq has administered more than 4,500 settlements, including some of the largest and most complex cases ever settled. Epiq's class action case administration services include administering notice requirements, designing direct-mail notices, implementing notice fulfillment services, coordinating with the United States Postal Service ("USPS"), developing and maintaining notice websites and dedicated telephone numbers with recorded information and/or live operators, processing exclusion requests, objections, claim forms and correspondence, maintaining class member databases, adjudicating claims, managing settlement funds, and calculating claim payments and distributions. As an experienced neutral third-party administrator working with settling parties, courts, and mass action participants, Epiq has handled hundreds of millions of notices, disseminated hundreds of millions of emails, handled millions of phone calls, processed tens of millions of claims, and distributed hundreds of billions in payments.

DATA TRANSFER

4. On January 9, 2026, Counsel for Defendants provided Epiq with an electronic file containing name and address information for 543 potential Settlement Class Members (the "Class Data").

5. Epiq loaded the Class Data into a database created for the purpose of administration of the Settlement and assigned unique identifiers to all the records it received in order to maintain the ability to track them throughout the Settlement administration process. Epiq analyzed the Class Data, checked for exact duplicate records, and determined that there were 543 unique Settlement Class Member records with complete and mailable addresses (the “Class List”).

DISSEMINATION OF CLASS NOTICE BY MAIL

6. Pursuant to Section IV of the Agreement and Paragraph 12 of the Order, Epiq was responsible for sending the Class Notice and Claim Form (the “Claim Package”) to all potential Settlement Class Members contained in the Class List via U.S. First Class Mail. Attached hereto as **Exhibit A** is a template of the Claim Package that Epiq disseminated by mail.

7. Prior to mailing the Claim Package to the Class List, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”).² In addition, the addresses were processed via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. To the extent that any Settlement Class Member had filed a USPS change of address request, and the address was certified and verified, the current address listed in the NCOA database was used in connection with the Claim Package mailing. This address updating process is standard for the industry and for the majority of promotional mailings that occur today. A total of 56 records in the Class List sent through the USPS NCOA, CASS, and DPV process were updated with new addresses.

² The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

8. Prior to commencing any mailings for this matter, Epiq established a dedicated post office box to mail notice from and to allow Settlement Class Members to contact the Claims Administrator or submit documents by mail. Epiq has and will continue to maintain the post office box throughout the administration process.

9. On February 13, 2026, Epiq mailed 543 Claim Packages via U.S. First Class Mail to potential Settlement Class Members on the Class List with a valid mailing address.

10. As of April 3, 2026, a total of four (4) Claim Packages have been returned to Epiq without forwarding address information. As a result of skip trace searches performed by Epiq using a third-party lookup service, a total of three (3) addresses were updated and three (3) Claim Packages were re-mailed to the updated addresses.

11. As of April 3, 2026, Epiq has sent direct notice to 543 Settlement Class Members, with notice to one (1) unique Settlement Class Member currently known to be undeliverable, which is a 99.8% deliverable rate.

SETTLEMENT WEBSITE

12. Pursuant to Section IV.52 of the Settlement Agreement, on February 13, 2026, Epiq launched a website, www.NJPIPSettlement.com, that potential Settlement Class Members could visit to obtain additional information about the Settlement, as well as important documents, including the Class Notice, Claim Form, Settlement Agreement, Order, and any other relevant information that the Parties agree to provide or that the Court may require (the “Settlement Website”). The Settlement Website contains a summary of options available to Settlement Class Members, deadlines to act, and provides answers to frequently asked questions. Settlement Class Members are also able to file a Claim Form via the website, or download a paper Claim Form,

which they could then file by mail. References to the Settlement Website were prominently displayed in the Class Notice.

13. As of April 3, 2026, the Settlement Website has been visited by 324 unique visitors and 748 website pages have been viewed. Epiq has maintained and will continue to maintain and update the Settlement Website throughout the administration of the Settlement.

TOLL-FREE INFORMATION LINE

14. Pursuant to Section IV.52 of the Settlement Agreement, on February 13, 2026, Epiq established and is maintaining a toll-free interactive Voice Response Unit (“VRU”), 1 (877) 315-6874, to provide information and accommodate inquiries from Settlement Class Members. Callers hear an introductory message and then are provided with scripted information about the Settlement in the form of recorded answers to frequently asked questions. Callers also have the option to request a Claim Package by mail. The toll-free number was included in the Class Notice sent to Settlement Class Members and the automated telephone system is available 24 hours per day, 7 days per week.

15. As of April 3, 2026, the toll-free number has received 32 calls representing 95 total minutes. Epiq has and will continue to maintain and update the VRU throughout the Settlement administration process.

REQUESTS FOR EXCLUSION

16. Pursuant to Section XII.92 of the Settlement Agreement and Paragraph 15 of the Order, Settlement Class Members who wished to be excluded from the Settlement were required to mail written requests for exclusion to Epiq postmarked on or before March 18, 2026. As of April 3, 2026, Epiq has received one (1) request for exclusion. Attached hereto as **Exhibit B** is an exclusion report.

OBJECTIONS

17. Pursuant to Section XII.94 of the Settlement Agreement and Paragraph 15 Order, Settlement Class Members who wished to object to the Settlement were required to submit written objections to the Clerk of the Court, Class Counsel and Counsel for the Defendant on or before the objection deadline of March 18, 2026. As of April 3, 2026, Epiq has not received and is not aware of any objections to the Settlement.

CLAIMS

18. Pursuant to Section V of the Settlement Agreement, Settlement Class Members who wish to be considered for payment in addition to the Automatic Payment under the Settlement are required to submit a Claim Form to Epiq either through the Settlement Website or by mail, submitted or postmarked no later than June 16, 2026. As of April 3, 2026, Epiq has received 23 potentially valid Claim Forms.

19. Pursuant to Section V of the Settlement Agreement, Settlement Class Members may submit claims until 60 days after the Final Approval Hearing, which is currently scheduled for April 17, 2026. Assuming the Final Approval Hearing is held on that date the last day for Settlement Class Members to submit claims will be June 16, 2026.

20. As Epiq continues to receive, process and review claims, we will determine and report to the Parties as to whether each claimant has submitted a valid Claim Form, pursuant to the provisions set forth in Section V of the Settlement Agreement.

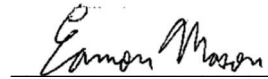
AUTOMATIC PAYMENTS

21. Pursuant to Section V of the Settlement Agreement, Settlement Class Members who do not opt-out of Settlement Class are entitled to an automatic payment of \$70 which shall be

made within 30 days of the Effective Date of the Settlement as defined in Section XI of the Settlement Agreement.

22. Epiq shall administer the mailing of the automatic payments as required by the Settlement Agreement.

I declare under penalty of perjury under the laws of the United States and the State of New Jersey that the foregoing is true and correct and that this declaration was executed on April 3, 2026 in Seattle, Washington.



Eamon Mason
Senior Project Manager
Epiq

EXHIBIT A

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

You may be a class member in a proposed class action settlement if you paid for Personal Injury Protection coverage with Travelers under a New Jersey Automobile Insurance Policy and were not paid the full limit but were paid an amount within \$3,000, inclusive, of that limit, during the time period between April 14, 2017 and April 1, 2023.

*A court authorized this Notice. This is not a solicitation from a lawyer.
This Notice relates to the case of Regina Thompson v. Travelers Indemnity Company and St Paul Protective Insurance Co., now pending in the New Jersey Superior Court for Middlesex County.*

PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.

- A settlement has been reached in the above lawsuit and a related lawsuit, no longer pending, brought by Courtney Thorson and Michael J. Lucci, Jr., against The Travelers Companies and St. Paul Protective Insurance Co. Plaintiffs alleged generally that Defendants wrongfully failed to pay the proper amount of Personal Injury Protection (“PIP”) coverage to their New Jersey insureds by reducing PIP coverage limits for PIP deductibles and copayments.
- For every Settlement Class Member who does not opt out of the Settlement, the Settlement provides that they will automatically receive a check for \$70. Additionally, any Settlement Class Member who does not opt out of the Settlement and submits a valid claim will potentially receive 80% of the difference between the amount of their PIP limit and the amount of PIP benefits they were paid by Travelers, less the \$70 referred to above.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS		
SUBMIT A CLAIM FORM	<p>You can submit a Claim Form.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO POTENTIALLY RECEIVE A PAYMENT OF 80% OF THE DIFFERENCE BETWEEN YOUR PIP POLICY LIMIT AND THE AMOUNT OF PIP BENEFITS YOU WERE PAID, LESS \$70.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<u>JUNE 16, 2026</u>
EXCLUDE YOURSELF	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue the Defendants.</p>	<u>MARCH 18, 2026</u>
OBJECT	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<u>MARCH 18, 2026</u>
DO NOTHING	<p>You will automatically receive a check for \$70 which must be cashed within 120 days, and you give up your right to sue Defendants about the claims in the case. If you do not cash the check within 120 days you will receive no money in the Settlement.</p>	

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

Keep Reading

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a class action alleging that Travelers wrongfully reduced PIP coverage limits by amounts of PIP deductibles and copayments.

This Notice is to inform you about the lawsuit, the Proposed Settlement, and your legal rights.

2. How do I know if I am a member of the Settlement Class?

You may be a member of the class action (a “Settlement Class Member”) against Defendants if you were paid PIP benefits by Travelers under a New Jersey automobile insurance policy where the final payment was made between April 14, 2017 and April 1, 2023, and you were paid within \$3,000 of your PIP policy limit but less than the full PIP policy limit (the date range is referred to as the “Class Period”).

The Settlement Class is defined as: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Settlement Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

You received this Notice because Defendants’ records indicate you may be a member of the Settlement Class.

3. What is this lawsuit about?

Plaintiffs alleged generally that Defendants, which also includes all their parents, subsidiaries, predecessors, successors and assigns, and all related entities breached their contracts (insurance policies) and violated other New Jersey laws by failing to pay full PIP policy limits, based on reductions for PIP deductibles and/or copayments during the Class Period. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed settlement?

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

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Settlement Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

5. What does the Settlement provide?

As a part of the Settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- All Settlement Class Members will automatically receive \$70.
- Settlement Class Members will also be able to submit a Claim Form. For any valid Claim Form submitted, Defendants will undertake a review of your PIP claim file and any additional information you provide to

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

determine if the policy limits were reduced by applying copays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you. This claims process is not designed to dispute medical decisions/determinations in the course of your care. If it is determined that a reduction to PIP policy limits was made, then those Claimants will receive 80% of reduction of the PIP policy limit for PIP deductibles or copays, less the \$70 referred to above. **Depending on the facts of your specific claim, however, you may receive an amount less than you believe you are entitled to, or nothing further.** If you elect this option to submit a claim you may, upon request, be required to provide supporting documentation as to your claim. If you disagree with Defendants' initial determination on your claim you will have the opportunity to file an appeal with a Neutral Evaluator. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect to submit a claim under this option. The Neutral Evaluator's decision will be final and non-appealable. There is no cost to file an appeal, however, if your appeal is unsuccessful you will be responsible for payment of \$70 towards the Neutral Evaluator's fee. There is no cost if your appeal is successful. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement.

In exchange, the Plaintiffs and the members of the Settlement Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional PIP benefits, or any other of the claims against Travelers defined as "Released Claims" in the Settlement Agreement. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

Defendants will separately pay for the costs of notifying Settlement Class Members and administering the Settlement, any service awards to the Class Representatives, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses.

More details about the Settlement are in the Settlement Agreement and other documents available at NJPIPSettlement.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement beyond the automatic \$70, you **MUST** submit a Claim Form. How much you get will depend on the information you provide with your Claim Form and in Travelers' files.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit NJPIPSettlement.com, click "Submit a Claim Form" at the top of the homepage, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one be sent to you by U.S. Mail by calling the Settlement Administrator at 1-877-315-6874. Hard copy Claim Forms can be mailed to:

Thompson, Thorson, and Lucci v. Travelers
c/o Settlement Administrator
P.O. Box 5770
Portland, OR 97228-5770

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than **June 16, 2026**.

8. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any Claimant. Failure to timely provide all required information will invalidate a claim, and it will not be paid. If a Claim Form is valid, Travelers will then review its records to decide how much it believes should be paid on the claim under the above formula, if anything, and that decision will be subject to the neutral evaluation rights described above.

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. The automatic payment of \$70 will be made within 30 days of the Settlement becoming effective. Any payment due to Settlement Class Members who submit a valid Claim Form will be made within 75 days of the Settlement becoming effective, or within 45 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Updates will be provided on the Settlement Website, NJPIPSettlement.com.

10. What am I giving up to get payment and stay in the Settlement?

If you remain in the Settlement Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims in further detail and is available at NJPIPSettlement.com. You will also be bound by any decisions by the Court relating to the Settlement.

11. How do I get out of 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 **March 18, 2026**, 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 a Settlement Class Payment or any other 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 Defendants 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:

Thompson, Thorson, and Lucci v. Travelers
c/o Settlement Administrator
P.O. Box 5770
Portland, OR 97228-5770

A request for exclusion must be postmarked on or before **March 18, 2026**.

Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. 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 MARCH 18, 2026, 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. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

James A. Barry
DeNittis Osefchen & Prince, P.C.
Five Greentree Centre, Suite 410
525 Route 73 North
Marlton, NJ 08053

Michael A. Galpern
Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C.
1000 Haddonfield-Berlin Road, Suite 203
Voorhees, NJ 08053

James C. Shah
Miller Shah LLP
2 Hudson Place, Suite 100
Hoboken, NJ 07030

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees and costs of no more than \$275,000 to compensate them for their services in this Litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid by Defendants.

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs, or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek Class Representative awards to the three Named Plaintiffs in the amount of \$2,500 each, subject to Court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Settlement Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Settlement Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees and Class Representative fees is filed, it will be posted at NJPIPSettlement.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Settlement Class pursuant to the procedures described in Section 11 above, you can object to the Settlement no later than **March 18, 2026**, by filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection or intervention request; (c) a statement whether the objector or intervenor intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing;

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

(f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court of the Middlesex County Courthouse, 56 Paterson Street,
New Brunswick, NJ 08903-0964

Class Counsel Contact Information

James A. Barry
DeNittis Osefchen & Prince, P.C.
Five Greentree Centre, Suite 410
525 Route 73 North
Marlton, NJ 08053

Michael A. Galpern
Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C.
1000 Haddonfield-Berlin Road, Suite 203
Voorhees, NJ 08053

James C. Shah
Miller Shah LLP
2 Hudson Place, Suite 100
Hoboken, NJ 07030

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
Dentons US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606

14. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the Settlement. You can only object if you intend to stay in the Settlement Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on **April 17, 2026 at 9:30 a.m.** The Court has indicated its plan to hold the hearing via videoconference. Once the Court provides a link for the videoconference it will be provided via the Settlement website NJPIPSettlement.com. If you wish to appear in person for the Final Approval Hearing you may file a request with a Clerk of the Court and send a copy of the request to Class Counsel and Defense Counsel at the addresses set forth in paragraph 13.

The hearing may be moved to a different date or time or may be moved to an in-person hearing without additional notice to you. You can check the Settlement website, NJPIPSettlement.com, call 1-877-315-6874, or email the Settlement Administrator at info@NJPIPSettlement.com to confirm the date and location of the hearing.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it—you do not have to come to the hearing. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court's discretion. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel, or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How do I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website at NJPIPSettlement.com. You also may contact the Settlement Administrator by email at info@NJPIPSettlement.com, or by phone toll-free at 1-877-315-6874.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

18. What claim(s) against Defendants are Settlement Class Members releasing?

As a part of the Settlement, Settlement Class Members agree to release Defendants, as defined above, and the Released Parties, and not to sue Defendants and the Released Parties for any of the Released Claims. "Released Claims" means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits, or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys' fees, losses, or damages (whether actual, consequential, or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar New Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

Dated: February 13, 2026

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT, OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

**FOR QUESTIONS CALL 1-877-315-6874 OR
VISIT NJPIPSETTLEMENT.COM
DO NOT CONTACT THE COURT**

MAIL
ID

0000PLACEHOLDER000

Unique ID: <<Unique ID>>
PIN: <<PIN>>

Thompson, Thorson, and Lucci v. Travelers
c/o Settlement Administrator
P.O. Box 5770
Portland, OR 97228-5770
1-877-315-6874
NJPIPSettlement.com

CLAIM FORM INSTRUCTIONS

IMPORTANT: PLEASE READ BEFORE COMPLETING THIS CLAIM FORM

If you are a member of the following Settlement Class, you may be eligible for a Settlement Class Payment in addition to the automatic payment of \$70 that all Settlement Class Members will receive: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage and (a) for claims which Defendants' computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants' computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Settlement Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

In order to possibly receive a payment, in addition to the automatic payment of \$70, you need to file a claim. If you file a claim, Defendants will undertake a review of your claim file and any additional information you provide to determine if the policy limits for your PIP claim were reduced by applying copays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you.

This claims process is not designed to dispute medical decisions/determinations in your course of care.

If you wish to submit documents to support your claim, for example, any correspondence or PIP payment ledgers from Defendant(s) advising you that your PIP coverage had been exhausted, you may, but are not required, to do so.

The only way to get an additional payment is by completing this Claim Form and returning it to the Settlement Administrator online at NJPIPSettlement.com or by mailing it to the address above.

Your claim must be submitted online or postmarked by June 16, 2026.

If you have any questions about the Claim Form, please read the full Notice available at NJPIPSettlement.com. You may also contact the Settlement Administrator with any questions at *Thompson, Thorson, and Lucci v. Travelers*, c/o Settlement Administrator, P.O. Box 5770, Portland, OR 97228-5770, or by email at info@NJPIPSettlement.com.

MAIL ID

0000PLACEHOLDER000

Thompson, Thorson, and Lucci v. Travelers
c/o Settlement Administrator
P.O. Box 5770
Portland, OR 97228-5770
1-877-315-6874
NJPIPSettlement.com

CLAIM FORM

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. If your name or contact information changes after you submit this Claim Form, please notify the Settlement Administrator. If you are signing as the Legally Authorized Representative of a Settlement Class Member, please indicate that at the end of this Claim Form, state your relationship to the Settlement Class Member, and provide your authorization to act on the Settlement Class Member's behalf. You may, but are not required, to submit any documents you wish to support your claim with this Claim Form.

FIRST NAME

MI

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

SECTION B: VERIFICATION

By signing below and submitting this Claim Form, I hereby affirm under penalty of perjury that I am the person identified above and the information provided in this Claim Form, including but not limited to any information as to submission of this form as a Legally Authorized Representative of a Settlement Class Member, is true and accurate to the best of my knowledge, and that I believe I am entitled to relief as a Settlement Class Member, as defined above, in this matter.

SIGNATURE

DATE: - -
MM DD YYYY

PRINTED NAME

EXHIBIT B



Exclusion Report

Thompson v. Travelers Indemnity Company, et al.

Number	Epiq ID	First Name	Last Name
1	250	MUATH	AHMAD

Exhibit B

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Named Class Plaintiffs, Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr., on behalf of themselves and on behalf of all others similarly situated, defined below as Settlement Class Members (“Plaintiffs”), and Defendants, The Travelers Companies, Inc., Travelers Indemnity Company, St. Paul Protective Insurance Co., as defined below (“Defendants”), by and through their respective counsel.

RECITALS

WHEREAS, Plaintiff Thompson initially filed a class action suit against Travelers Indemnity Co., and St. Paul protective Insurance Co. in the Superior Court of the State of New Jersey, Middlesex County, which was removed to federal court but then remanded back to the Middlesex County Superior Court, where it is now pending; and

WHEREAS, Plaintiffs Thorson and Lucci, Jr. filed a class action suit against The Travelers Companies., Inc. and St. Paul Protective Insurance Co. in the United States District Court for the District of New Jersey (The “Thorson Lawsuit”), which action was originally stayed and has now been dismissed without prejudice so that the Plaintiffs therein could coordinate the prosecution of one class action against Defendants in the form of the litigation now pending in the Middlesex County Superior Court being prosecuted by Regina Thompson (the “Action”); and

WHEREAS, Plaintiffs allege, generally, that Defendants failed to pay the full amount of Personal Injury Protection Coverage (“PIP coverage”) due and owing to their insureds under New Jersey automobile insurance policies (the “Policies”) by reducing the PIP coverage limits of the Policies by deductibles and/or co-payments applicable to those policies, in violation of the law set forth in *Birmingham v. Travelers*, 475 N.J. Super 246 (App. Div. 2023); and

WHEREAS, the Parties in the Action have engaged in significant litigation activity and formal and informal discovery; and

WHEREAS, originally through the auspices of mediator the Honorable Peter E. Doyne (Ret.), the Parties have engaged in substantial arms' length settlement negotiations which lasted over a year, and proceeded in stages, with the Parties first agreeing to all substantive terms of a Proposed Settlement, and only thereafter agreeing on the attorneys' fees associated with the Proposed Settlement; and

WHEREAS, Defendants have defended and intend to vigorously contest each and every claim in the Action, deny all material allegations of the Thorson Lawsuit and the Action, as to which Defendants assert they have numerous merits and class defenses, and further maintain that they have consistently acted in accordance with governing laws at all times; and

WHEREAS, Plaintiffs, through counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the Proposed Settlement (as defined below), considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation, and the likelihood of success on the merits of the Thorson Lawsuit and the Action, and believe that, in consideration of all the circumstances, the Proposed Settlement (as defined below) embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, Defendants, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agreed to enter into this Proposed Settlement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims which were or could have been asserted in the Thorson Lawsuit or the Action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiffs, the Settlement Class, and Defendants upon approval of the Court after hearing as provided for in this Agreement, on the following terms and conditions:

I. DEFINITIONS

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. “Agreement” means this Settlement Agreement, including all Exhibits thereto.
2. “Automatic Payment” means the amount that each Settlement Class Member will be paid by Defendants, as set forth in and subject to the provisions of this Agreement, regardless of whether they submit a Claim Form, as defined below.
3. “Claim Form” means the document that Settlement Class Members must submit, as set forth in and subject to the provisions of this Agreement, to potentially obtain benefits from the Settlement other than the Automatic Payment, which will be in the form attached hereto as Exhibit A.
4. “Claim Period” means the period between the entry of the Preliminary Approval Order and 30 days after the date of the Final Settlement Hearing, as defined below.
5. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
6. “Claims Administrator” means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to jointly recommend to the Court that Epiq Systems, Inc. be appointed as the Claims Administrator.
7. “Class Counsel” means James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.
8. “Class Notice or Notice” means the mailed notice, substantially in the form as shown in Exhibit B hereto, to the Settlement Class Members, notifying them of the Settlement and inviting Settlement Class Members, in addition to receiving their Automatic Payments, to make a Claim for Settlement Class Payments..A copy of the Proposed Class Notice, which will include the Claim Form, is attached as Exhibit B hereto.
9. “Class Period” means all PIP coverage claims where the final payment decision was made between April 14, 2017 and April 1, 2023.
10. “Complaint” means the currently operative Complaint filed in the Action.

11. “Court” means the New Jersey Superior Court for Middlesex County.

12. “Defendants” means The Travelers Cos., Travelers Indemnity Co., and St. Paul Protective Insurance Co., and all of their parents, subsidiaries, affiliates and related entities writing PIP coverage in New Jersey during the Class Period.

13. “Effective Date” means that date defined in Section XI of this Agreement.

14. “Evaluation Record” means the record described in Paragraph 68 of this Agreement, which the Neutral Evaluator shall use in deciding any claims submitted to them pursuant to the terms of this Agreement.

15. “Final Judgment” means the Court’s Final Approval Order and Final Judgment, that finally approves the Settlement and dismisses the Action with prejudice with respect to the Class Claims, which shall be substantially in the form attached as Exhibit C to this Agreement, without material alteration, as further provided in Section X below.

16. “Final Settlement Hearing” means the settlement approval hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement, in accordance with the applicable New Jersey Rules of Civil Procedure.

17. “Legally Authorized Representative” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person or entity responsible for handling the business affairs of a Settlement Class Member.

18. “Litigation” means all claims and causes of action asserted or which could have been asserted, including those asserted in the Thorson Lawsuit or the Action, against Defendants, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in any jurisdiction against Defendants relating to the Thorson Lawsuit or the Action.

19. “Named Plaintiffs” means Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr..

20. “Neutral Evaluator” means the neutral third party, mutually acceptable to Class Counsel and Defendants and appointed by the Court, who will be the binding arbiter of any disagreements as to the eligibility to receive benefits, and/or the amounts due, if any, to a Settlement Class Member under the terms of this Agreement if that individual elects to submit a Claim Form.

21. “Notice Date” shall be on or before 60 days from the date of Preliminary Approval of the Proposed Settlement.

22. “Notice of Determination” means the notice sent by Defendants to a Settlement Class Member who makes a Claim of Defendants’ determination of the value, if any, of their Claim.

23. “Notice of Determination Appeal” means an appeal by a Settlement Class Member to the Neutral Evaluator from their Notice of Determination.

24. “Opt Out” means any Settlement Class Member who sends a written communication requesting exclusion from this Settlement within the Opt-Out Period, thus excluding themselves from the Settlement Class.

25. “Opt-Out Period” means the time period during which Settlement Class Members are permitted to exclude themselves from the Settlement Class, as set forth in Section XII of this Agreement.

26. “Parties” means the Settlement Class Members, including the Named Plaintiffs, and Defendants.

27. “PIP coverage” means Personal Injury Protection coverage present in Defendants’ New Jersey policies during the Class Period.

28. “Preliminary Approval Order” means the order that preliminarily approves the Proposed Settlement, which shall be in the form attached as Exhibit D to this Agreement, without material alteration, as further provided in Section III below.

29. “Proposed Settlement” means the terms agreed to by the Parties as set forth in this Agreement, prior to final approval of the Proposed Settlement.

30. “Release” means those Releases set forth in Section XIV below, which all Settlement Class Members who do not choose to exclude themselves from this Settlement will be deemed to have executed upon final approval of this Settlement.

31. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

32. “Released Parties” means Defendants, as defined above, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

33. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees,

trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

34. “Settlement” means the terms and conditions of the Agreement reached by the Parties.

35. “Settlement Class” means the Class defined in Section II below.

36. “Settlement Class Members” means those who constitute the Settlement Class as defined in Section II below. Any person who submits a valid and timely written request to be excluded from the Settlement Class shall not be a Settlement Class Member.

37. “Settlement Class Payment” means the payments to Settlement Class Members described in Sections V and VI below.

38. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

II. THE SETTLEMENT CLASS

39. The “Settlement Class” means all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. A list of all claims within this definition identified by the parties is attached as Exhibit E. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

III. PRELIMINARY CLASS CERTIFICATION

40. Upon execution of this Agreement, the Parties shall submit this Agreement to the Court along with a Motion for Preliminary Approval, which Plaintiffs shall draft and allow Defendants to review and comment on before filing, and request the Court to enter a Preliminary Approval Order, preliminarily approving the Proposed Settlement, which shall be substantially in the form set forth in Exhibit D.

41. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets the requirements of the New Jersey Rules of Civil Procedure; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of the New Jersey Rules of Civil Procedure and Due Process; and (iii) the terms of the Settlement are fair and reasonable. For purposes of the Settlement, the Named Plaintiffs are agreed upon as suitable Class Representatives.

42. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representatives and Class Counsel by the Court shall be binding only with respect to the Settlement of the Litigation. In the event this Agreement is terminated pursuant to its terms, or a Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, without prejudice to the consideration of the Court in the Action, on the merits, of any properly submitted Motion for Class Certification. The Named Plaintiffs and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be admissible as evidence in this or any other action, shall be deemed an admission by the Named Plaintiffs, Class Counsel, or Defendants of any matter related in any manner thereto, or by Defendants that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of a class in this Action or any other matter.

43. Upon the Preliminary Approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further

order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement. Additionally, any other litigation against the Released Parties of any of the Released Claims shall be stayed or enjoined by the Court.

IV. CLASS NOTICE, COSTS OF CLASS NOTICE, AND ADMINISTRATION OF SETTLEMENT

44. The Parties agree to recommend to the Court Epiq Systems, Inc. as Claims Administrator, which entity will be designated as the “Claims Administrator.” The Claims Administrator shall (i) oversee the provision of Notice to the Class; (ii) oversee identification of addresses for any returned mail, and remaining notice; (iii) process Claim Forms; (iv) contact Settlement Class Members, if any, whose Claims Forms are deficient to attempt to obtain a cured form; (v) process any cured Claim Forms; (vi) send all Claim Forms to Defendants for challenge or payment and to Class Counsel; (vii) forward inquiries and questions to Class Counsel; (viii) provide a certification to the Court regarding the administration and processing of claims and, in the event that the Claims Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (ix) establish and maintain a settlement website and call center. The Claims Administrator shall be paid by Defendants for services rendered pursuant to this Agreement.

45. Notice of the pendency of the Action and of the Settlement shall be made by the Class Notice, which will be sent by the Claims Administrator.

46. Within 30 days after the entry of the Preliminary Approval Order, Defendants shall make a reasonable search using all due diligence of their computer/electronic databases and provide the Claims Administrator with the name and current or last-known address of each potential Settlement Class Member.

47. Within 60 days of the entry of the Preliminary Approval Order, the Claims Administrator shall initiate mailing, by last known first-class mail address, of the Class Notice to each Settlement Class Member which mailing shall include a Claim Form (“Notice Date”). The Claim Form shall require the Settlement Class Member to affirm, under oath, the good faith belief that the information on the Claim

Form is true and correct and that the Class Member believes he or she is entitled to the relief requested on the Claim Form. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise.

48. Prior to mailing the Class Notice and Claim Form, the Claims Administrator shall run the physical mailing addresses through the National Change of Address Database (“NCOA”) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member.

49. If any Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, the Claims Administrator will promptly log each Class Notice that is returned as undeliverable and provide copies of the log to Defendants and Class Counsel upon request. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator shall forward the mailing to that address. For the remaining returned mailings, the Claims Administrator will use reasonable efforts, including an Experian search or skip tracing, to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Notice is returned as undeliverable a second time, no further mailing shall be required. It is agreed by the Parties that the procedures set forth in the preceding Paragraph and this Paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

50. The Class Notice will also be made available to all potential Settlement Class Members by request to the Claims Administrator, which shall send via first-class U.S. mail these documents as requested by any potential Settlement Class Member.

51. The Claims Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Claims Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

52. A website for the Settlement administration shall contain information about this Agreement, including printable copies of the Agreement, the Notice, and the Claim Form, which shall be maintained by the Settlement Administrator. This Settlement Website shall also contain a list of Frequently Asked Questions to give further information regarding this Agreement. The Claims Administrator shall also establish a toll-free phone number, which any Settlement Class Member may call to receive the Agreement, Class Notice and a Claim Form, as well as all information included on the Settlement Website. The toll-free number and Settlement Website referred to herein will be established and operational by a date no later than the date the Class Notice is initially mailed and will remain operational until the last date on which Settlement checks can be negotiated, except that website claim functionality will be disabled at the Claim Deadline.

53. Neither Defendants, nor the Named Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

V. CLAIMS PROCEDURE

54. All Claim Forms must be submitted no later than 60 days after the Final Settlement Hearing.

55. Each Settlement Class Member, regardless of whether they submit a Claim Form, shall receive an Automatic Payment of \$70.

56. All Automatic Payments shall indicate that the check will be void if not cashed within 120 days of issuance. If a Class Member fails to negotiate the Automatic Payment check within 120 days of its issuance, said Class Member shall forfeit the right to the Automatic Payment.

57. With the exception of the above Automatic Payment, this Settlement shall be a claims-made settlement, with Settlement Class Members receiving payment only upon submission of a valid Claim Form. The Claim Form shall require, at a minimum, that the Settlement Class Member affirm, under oath, the good faith belief that the information on the Claim Form is true and correct and that the Class Member believes he or she is entitled to the relief requested on the Claim Form.

58. The Claims Administrator will promptly notify a Settlement Class Member if it deems that person's Claim Form materially incomplete or deficient and specify any additional information that must be submitted. Notification shall be by first-class mail unless the Settlement Class Member specifies another mode of notification. Such Settlement Class Members shall have 45 days from the date the notification is mailed, or until the expiration of the Claim Period, whichever is longer, to submit the requested information.

59. Those who fall within the definition of the Settlement Class will be deemed Settlement Class Members unless they timely submit a written request for exclusion from the Settlement Class, postmarked no later than 30 days before the Final Settlement Hearing.

60. The Automatic Payments required by this Agreement shall be made within 30 days of the Effective Date. Any payments to a Settlement Class Member who makes a Claim shall be made within 75 days of the Effective Date.

61. Class Counsel shall file a Motion for Final Approval of the Proposed Settlement, Approval of Attorneys Fees and Costs and Approval of Incentive Awards 15 days prior to the Final Approval Hearing.

VI. CALCULATION OF PAYMENT AND DEFENDANTS' MONETARY OBLIGATIONS UNDER THE SETTLEMENT.

62. As described above, each Settlement Class Member shall receive an Automatic Payment of \$70.

63. In addition, each Settlement Class Member will have the right to submit a Claim Form.

64. Defendants shall review each Claim Form and if in fact the Settlement Class member submitting that claim form did not receive a full PIP coverage payment because of a reduction for PIP deductibles or co-payments, that Claimant shall receive 80% of the amount reduced by application of the deductibles or co-payments, subject to their actual PIP limit.

65. Any claim payment required under Paragraph 63 above shall be reduced by the amount of the \$70 Automatic Payment that Claimant will have previously received under the Settlement.

66. The Settlement Administrator will receive all Claims and make the initial determination of whether a Claim is a Valid Claim.

67. All Valid Claims under the Settlement will be processed by Defendants' claims personnel.

68. Defendants will determine the amount of the reduction, if any of the Claimant's PIP policy limits for PIP deductibles or co-payments. If there was no reduction of the Claimant's PIP policy limits for PIP deductibles or co-payments then no amounts will be owed to the Claimant..

69. In adjusting claims pursuant to this Agreement, Defendants shall consider: (i) any claim files or other documentation already in their possession pertaining to the applicable Settlement Class Member's claim for PIP benefits; (ii) the information or documentation, if any, provided by the Settlement Class Member in the Claim Form or with the Claim Form; and/or (iii) any additional information or documentation provided by the Settlement Class Member and/or requested or obtained by Defendants from the Settlement Class Member before Defendants render a determination pursuant to a Notice of Determination. The documents and information described in this Paragraph are referred to collectively as the "Evaluation Record."

70. In any instance that a letter or PIP payment ledger was sent to a Class Member, their medical providers, or their attorney indicating that PIP policy limits had been exhausted prior to payment of the full policy limits having been paid, said claim shall be approved.

71. Within 75 days of the Effective Date, using the Evaluation record the Defendants will determine how much, if anything, is due to each Claimant under the above provisions. Defendants shall advise the Settlement Class Member and Class Counsel in writing of their determination (hereafter referred to as the "Notice of Determination"), which shall set forth: (i) the amounts (if any) of the Settlement Class Payment to be paid; (ii) where not otherwise obvious, a brief explanation of the calculation and basis for the determination of those amounts; and (iii) if any claims or dollar amounts are rejected, a brief explanation of the reasons for the rejection. If any Settlement Class Payment is determined by Defendants to be due, a payment by check will be included with the Notice of

Determination. The Notice of Determination shall also inform the Settlement Class Member that he or she is free to immediately cash any check unless the Settlement Class Member plans to appeal the Notice of Determination to a Neutral Evaluator for a Neutral Evaluation on Appeal as provided in Paragraphs 71-74 below, in which case the Settlement Class Member cannot cash the check, but if a neutral evaluation occurs the ultimate payment will not be in an amount less than the check the Settlement Class Member initially received.

72. Defendants shall provide applicable portions of the Evaluation Record including any correspondence between Defendants and the Class Member, their medical providers, or their attorney for any rejected claim to Class Counsel upon request.

73. The Settlement Class Members hereby waive and release any challenge to the Settlement Claim Adjustment process and/or the Neutral Evaluation on Appeal process set forth herein, for any reason. Neither Defendants, nor any of their Counsel, nor any Released Parties, nor Class Counsel, nor the Named Plaintiffs, shall have any liability to any Settlement Class Member, under any legal theory whatsoever, for the way in which any claim made pursuant to this Agreement is adjusted, determined or paid, beyond the amount of the Settlement Class Payment, if any, determined by Defendants and/or by the Neutral Evaluator.

74. To initiate an appeal, the Settlement Class member must, within 30 days from the date on which his or her Notice of Determination is postmarked or emailed, submit a demand for a Neutral Evaluation on Appeal in writing to the Settlement Administrator (at the address provided in the Class Notice).

75. The Notice of Determination Appeal must include a written statement providing all reasons and facts supporting the Settlement Class Member's assertion that Defendants' Notice of Determination is not an accurate determination of the Settlement Class Member's claim.

76. Within five (5) days of receipt of a Notice of Determination Appeal, the Settlement Administrator shall provide the Notice of Determination Appeal to Defendants' Counsel and Class Counsel.

77. For any Notices of Determination Appeals that cannot be resolved within ten (10) days of receipt, the Settlement Administrator shall forward the Notice of Determination Appeal, and the Evaluation Record, to the Neutral Evaluator who will resolve it within thirty (30) days, or any longer period as may be agreed upon by the Parties. The Neutral Evaluator shall have the discretion to contact Defendants, through Defendants' Counsel, Class Counsel, or the Settlement Class Member submitting the Notice of Determination Appeal, at any time. The Neutral Evaluator shall award 80% of what they believe to be the amount of the reduction, if any of the Claimant's PIP policy limits for PIP deductibles or co-payments. The Neutral Evaluator shall not award any amount that results in a payment of in excess of the Claimant's PIP policy limit, nor shall the Neutral Evaluator award any amount for attorneys' fees, interest, costs or for bad faith, unfair claims practices, unfair trade practices, or other extra-contractual, statutory and/or punitive damages or fines based on or arising out of Defendants' conduct, including but not limited to, in handling claims submitted by Settlement Class Members, either previously or in conjunction with this Agreement. Any determination by the Neutral Evaluator shall be final and non-appealable. The Neutral Evaluator shall mail Defendants, Class Counsel, the Settlement Administrator, and the Settlement Class Member of the Neutral Evaluator's decision. Defendants or the Settlement Administrator shall mail any additional payments awarded to the Settlement Class Member by the Neutral Evaluator within 45 days of the date the Neutral Evaluator's decision is post-marked or emailed.

78. Defendants shall pay the Neutral Evaluator's fee of \$200 for each Notice of Determination of Appeal referred to the Neutral Evaluator. In the event a Class Member's appeal is unsuccessful, the Class Member shall be responsible for payment of \$70 towards the Neutral Evaluator's fee. Plaintiff's Counsel shall escrow \$5,000 of the counsel fees awarded in this action to pay for any unsuccessful Class Member's portion of the Neutral Evaluator's fee and shall be entitled to seek repayment of any such fee from the unsuccessful Class Member.

79. Any claim payment shall be sent by check, to the most recent known address for the Settlement Class Member or as provided in the Claim Form. The check shall be valid for 120 days after

the date of the check. Any unclaimed funds from these Settlements will, as no fund is being created, be returned to Travelers, and no escheatment situation will arise therefrom.

80. The Settlement Class Payments set forth in this Agreement shall be the only payments to which any Settlement Class Member will be entitled.

81. Defendants' liability under this Settlement shall be limited to: (a) paying the Settlement Class Payments to Settlement Class Members; (b) paying the costs of notice and settlement administration, including the fees and costs of the Claims Administrator; (c) paying any attorneys' fee award awarded by the Court up to \$275,000, as set forth below; and (d) paying any incentive award to the Named Plaintiffs awarded by the Court up to \$2,500 each, as set forth below. In no event shall Defendants be liable under this Settlement to pay any additional amounts. In this regard, Class Counsel represents that they know of no attorneys' liens related to the Action.

VII. COMMUNICATIONS WITH THE CLASS

82. The Class Notice shall list Class Counsel's addresses and telephone numbers. Communications relating to the Action or this Settlement with Persons receiving Class Notices and Settlement Class Members shall be handled through Class Counsel, and/or the Claims Administrator, as necessary. Nothing in this Agreement shall be construed to prevent Defendants, their employees, attorneys, agents or representatives from communicating with Settlement Class Members in the normal course of their business operations, from submitting notices or other documents relating to this Agreement directly to Settlement Class Members and/or from continuing to adjust and resolve pending or future claims, even if they otherwise fall within the scope of this Agreement, before this Agreement is finally approved.

83. Neither Defendants nor any of the Released Parties nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to effectuate any of the terms of this Agreement, and this provision shall be incorporated into the Final Judgment.

VIII. CLASS COUNSEL'S FEES AND COSTS AND CLASS REPRESENTATIVE FEES

84. No compensation for Class Counsel was negotiated as part of this Settlement until all material terms were agreed upon. Class Counsel intend to seek Court approval for a fee award not to exceed \$275,000, to be paid 5 days after the Effective Date. Defendants shall not oppose an attorneys' fee or cost request that does not exceed \$275,000. Under no circumstances will Defendants be obligated to pay any costs or sums in excess of \$282,500. The attorneys' fees and costs are separate from and not included in the payments to the Settlement Class and payments to the Named Plaintiffs, and are separate from and not included in the payments for class and claims administration. Class Counsel further agree that, to the extent a lesser amount of fees is awarded by the Court or any appellate court, it will not provide a basis for Class Counsel to terminate this Agreement. Class Counsel further agree that unless an award of a lesser amount of attorneys' fees is overturned on appeal, Class Counsel will accept any lesser amount of fees and costs which may be awarded.

85. Additionally, the Parties agree that Class Counsel will request a class representative award to the Named Plaintiffs in the amount of \$2,500, each, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by Defendants within 5 days of the Effective Date, which Defendants will not oppose. Under no circumstances will Defendants be required to pay any class representative award above this amount.

**IX. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL,
CANCELLATION OR TERMINATION OF AGREEMENT**

86. The Named Plaintiffs, Settlement Class Members and Defendants consent to the entry of a Final Judgment substantially in the form attached as Exhibit C, without material alteration.

87. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement are impaired in any material way, then Defendants shall have the option of terminating this Agreement and withdrawing their consent to the entry of the Final Judgment, in which case this

Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Defendants shall have 15 days from the event triggering their option to inform Class Counsel that they are exercising their option of terminating this Agreement.

88. If the Court does not finally approve the Settlement, all obligations of Defendants under this Agreement terminate, including but not limited to any obligation to pay attorneys' or Class Representative fees, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval, with the provisions set forth in Paragraph 83 above then becoming applicable. Additionally, the Parties agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendants that certification as a class is appropriate in any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of a class in this Action if the Settlement is not consummated.

89. In the event the number of Settlement Class Members who elect to opt out exceeds 5% of the unique Notices that are mailed, Defendants, in their sole discretion, may elect to terminate this Agreement on the ground that the exclusion of Class Members at that level threatens to frustrate Defendants' essential purpose in entering into this Agreement. Defendants' election to terminate under this Paragraph shall be made not later than 15 days after the end of the Opt-Out Period by notifying Class Counsel in writing of their election. In the event of a termination pursuant to this Paragraph, the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval, with the provisions in Paragraph 83 above becoming applicable.

X. FINAL APPROVAL OF SETTLEMENT

90. Class Counsel will file a motion seeking the Court's Final Judgment as to the Proposed Settlement at a final approval hearing to be held at a time, date, and location that will be stated in the Preliminary Approval Order and listed in the Class Notice. The Parties will request that the final approval

hearing be held at the earliest date that is at least 105 days after the Preliminary Approval Order that the Court is available to hear the matter, or as soon as possible thereafter. Class Counsel shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as Exhibit C, approving the Proposed Settlement without material alteration, and directing the Parties and their counsel to comply with and consummate the terms of this Agreement, as well as:

- a) Certifying the Settlement Class for settlement purposes only;
- b) Finding that Class Counsel and the Named Plaintiffs have adequately represented the Settlement Class;
- c) Finding that the Court has personal jurisdiction over the Named Plaintiffs and all members of the Settlement Class for the purpose of this Settlement only, and that the Court has subject matter jurisdiction to approve this Agreement and all Exhibits thereto;
- d) Finding that the terms of the Settlement are fair, reasonable, and adequate to the Settlement Class and in compliance with due process and New Jersey law;
- e) Providing that each member of the Settlement Class who has not excluded him, her, or itself therefrom in accordance with the Court's prior orders shall be bound by the provisions of the Settlement, including the applicable Releases;
- f) Finding that the Class Notice implemented pursuant to this Settlement and approved by the Court was reasonable and the best practicable notice and satisfies the requirements of the New Jersey Rules of Civil Procedure, as well as all the requirements of due process under the New Jersey and United States Constitutions;
- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice and without leave to amend, and entering final judgment thereon with a finding that there is no just reason to delay enforcement or appeal;
- h) Approving the payment of the attorneys' fees and costs to Class Counsel and the class representative fees in conformity with the provisions of the Settlement; and

- i) Permanently barring and enjoining the Named Plaintiffs and each and every Settlement Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Parties;
- j) Finding that no liens have been or will be created by any of the Parties' conduct in connection with this Settlement; and
- k) Retaining jurisdiction to enforce the Agreement and Final Judgment.

XI. EFFECTIVE DATE

91. The "Effective Date" of this Agreement shall be the first date after which all the following events and conditions have been met or 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 claim forms as provided in this Agreement;
- d) The Court has entered the Final Order and Judgment approving this Agreement and releasing all Released Parties from all Released Claims, and dismissing the Action with prejudice and without leave to amend, as provided in this Agreement, and retaining jurisdiction only for the purpose of enforcing the Agreement or Judgment;
- e) The Court has fully resolved any application made by Class Counsel for an Attorneys' Fee award and the class representative awards; and
- f) The Final Order and Judgment has become Final and is beyond any possible appeal.

XII. OBJECTIONS AND REQUESTS FOR EXCLUSION

92. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 30 days before the Final Settlement Hearing, which shall be sent to the Claims Administrator at the address provided in the Class Notice. Written requests for exclusion must be signed and include the Settlement Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. No Settlement Class Member may effect an exclusion of a class of individuals or represent such a class.

93. The Claims Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties.

94. Settlement Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Proposed. The written notice of intent to object must be: (a) filed with the Clerk of the Court not later than 30 days before the Final Settlement Hearing; and (b) sent by first-class mail, postmarked no later than 30 days before the Final Settlement Hearing, to all Class Counsel, at the Addresses listed in Paragraph 7 above, and to Defendants' Counsel:

Steven M. Levy
DENTONS US LLP
233 S. Wacker Dr. Suite 5900
Chicago, IL 60606

95. Any Settlement Class Member who does not so request to object waives the right to do so in the future and shall be forever barred from making any objection to the Proposed Settlement or Final Judgment. Any Notice of Intent to Object must contain the following: (a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Settlement Hearing; (f) a detailed description of any and all evidence the objector

may offer at the Settlement Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The Notice of Intent to Object, to be effective, also must be submitted by the objector or a Legally Authorized Representative on an individual basis and not as part of a group, class or subclass.

XIII. CONFIDENTIALITY OF PROPRIETARY INFORMATION

96. Defendants assert that the following constitutes highly confidential and proprietary business information of Defendants (the "Proprietary Information"): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by Defendants in effectuating the Proposed Settlement; (b) any electronic data processing and other record keeping procedures and materials that may be utilized by Defendants in identifying the Settlement Class Members and effectuating Defendants' other obligations under this Agreement and/or the Settlement; and (c) all documents previously produced to Class Counsel by Defendants. The confidentiality of all Proprietary Information provided to Class Counsel by Defendants shall be protected from disclosure by Class Counsel and/or other attorneys for the Named Plaintiffs in the Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 93 below.

97. No persons other than Defendants, Defendants' counsel, and clerical/administrative personnel employed by Defendants or Defendants' counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Claims Administrator, if applicable, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

98. Within 30 days after all of Defendants' obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in the Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants' counsel certifying their compliance with

this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

99. Class Counsel and the Named Plaintiffs shall not make any statements to the media, orally or in writing, about the Action, or this Agreement, other than statements which are fully consistent with this Agreement and the Class Notice, except in a *bona fide* court proceeding relating to the subject matter of the Action, and shall not in any way make any statements disparaging of Defendants in any way related to the subject matter of the Action.

XIV. DISMISSAL OF ACTION AND RELEASES

100. Upon the Court's Final Approval of this Agreement and the Settlement set forth herein, the Final Judgment shall be entered providing for the dismissal, with prejudice and without leave to amend, of the Action, and the effectiveness of the Release by the Releasing Parties of all Released Claims against all the Released Parties.

101. Upon the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be held to have fully released, waived, relinquished and discharged, to the fullest extent possible by law, all the Released Parties from all the Released Claims.

102. Upon the Effective Date, the Releasing Parties, expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue, or assert causes of action or proceedings against any of the Released Parties asserting any of the Released Claims.

103. Notwithstanding the Court's entry of the Final Judgment, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement and Final Judgment, including entering such orders and injunctions to prevent any collateral litigation that may be filed by Settlement Class Members, if necessary, and/or enforcing the litigation bar as to the Released Claims provided for by this Settlement.

XV. DENIAL OF LIABILITY

104. Were it not for this Settlement, Defendants would have vigorously contested each and every claim in the Action. Defendants maintain that they have consistently acted in accordance with governing laws at all times. Defendants vigorously deny all the material allegations set forth in the Action. Defendants nonetheless have concluded that it is in their best interests that the Action be settled on the terms and conditions set forth in this Agreement. Defendants reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendants to conduct their business unhampered by the distractions of continued litigation. The settlement of this matter by Defendants, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any lawsuits or any other proceedings against any of the Released Parties.

105. As a result of the foregoing, the Released Parties enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this 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 Parties 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 Parties.

106. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion.

107. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval

of this Agreement, shall be deemed an admission by Defendants that certification of a class or subclass is appropriate in any the Action or any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of any class(es) or subclass(es) in the Action or any other proceeding.

XVI. REPRESENTATION OF OPT OUTS.

108. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

XVII. APPOINTMENT OF NEUTRAL EVALUATOR.

109. The Court shall appoint as the Neutral Evaluator a neutral third party who will be the binding arbiter of any disagreements between the Settlement Class Members and Defendants as to the amount due, if any, to Settlement Class Members that submit a valid Claim Form. All decisions of the Neutral Evaluator shall be final and binding. Neither Defendants nor the Named Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

XVIII. DECEASED CLASS MEMBERS

110. Payment may be made, assuming sufficient proof of representative status, to a Legally Authorized Representative of a deceased Settlement Class Member's estate.

XIX. CLAIMS INVOLVING MINORS

111. If any minor is a Settlement Class Member, court approval of the final distribution to that Settlement Class Member, pursuant to the applicable rules, may be required.

XX. INCAPACITATED CLASS MEMBERS

112. Payment may be made, upon sufficient proof of representative status, to a Legally Authorized Representative on behalf of an incapacitated Settlement Class Member.

XXI. TAX OBLIGATIONS

113. Tax obligations which may arise by virtue of the Settlement Class Payments made pursuant to this Agreement, if any, are solely the responsibility of the Settlement Class Members who receive such Settlement Class Payments and are not in any way the responsibility of Defendants or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

XXII. MISCELLANEOUS PROVISIONS

114. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Judgment or collateral attack on the Agreement or Final Judgment.

115. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of the Named Plaintiffs and the Settlement Class Members.

116. Except as otherwise provided, this Agreement contains the entire agreement between the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

117. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties hereto. Non-material amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

118. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Jersey.

119. The Exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated into and made a part of this Agreement.

120. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

121. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned counsel.

122. This Agreement may be executed in counterparts, each of which shall constitute an original.

123. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement and the Proposed Settlement embodied herein and maintain jurisdiction over all Settlement Class Members. Specifically, the Parties shall request that the Court retain jurisdiction for purposes of: (a) implementation, enforcement, and administration of the Settlement, including any Releases in connection therewith; (b) resolution of any disputes concerning Settlement Class membership or entitlement to benefits under the terms of the Settlement; (c) enforcing and administering the Settlement and the Final Judgment until each and every act agreed to be performed by the Parties has been performed pursuant to this Agreement; and (d) other matters related to the foregoing.

124. Titles of sections to this Agreement are illustrative only and are neither binding on the Parties nor to be considered any part of the drafting history or other means of interpreting this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned:

DATED this ___ day of October, 2025

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AND AGREED TO BY DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: 10/27/25

By: [Signature]

Title: Executive Counsel

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: 10/27/25

By: [Signature]

Steven M. Levy, Esq.
Dentons US LLP

APPROVED AND AGREED TO BY PLAINTIFFS' COUNSEL

Dated: _____

By: _____

James A. Barry, Esq.
DeNittis Osefchen Prince, P.C.

Dated: _____

By: _____

Michael A. Galpern, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

DATED this ___ day of October, 2025

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AND AGREED TO BY DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: _____

By: _____

Steven M. Levy, Esq.
Dentons US LLP

APPROVED AND AGREED TO BY PLAINTIFFS' COUNSEL

Dated: 10/29/25

By: _____

James A. Barry, Esq.
DeNittis Osefchen Prince, P.C.

Dated: _____

By: _____

Michael A. Galpern, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

DATED this ___ day of October, 2025

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AND AGREED TO BY DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: _____

By: _____

Steven M. Levy, Esq.
Dentons US LLP

APPROVED AND AGREED TO BY PLAINTIFFS' COUNSEL


Dated: _____

By: _____

James A. Barry, Esq.
DeNittis Osefchen Prince, P.C.

Dated: 10/27/2025

By: _____


Michael A. Galpern, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: 10/29/25

By: Dan Rosner
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: _____

By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____

By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

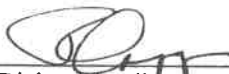
Dated: _____

By: _____
Michael J. Lucci, Jr.

Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: 10/29/25

By: _____

Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: _____

By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____

By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

Dated: _____

By: _____
Michael J. Lucci, Jr.

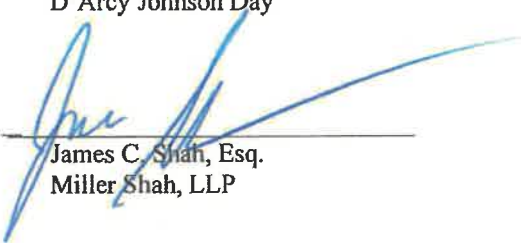
Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: 10/14/85

By:  _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: _____

By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____

By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

Dated: _____

By: _____
Michael J. Lucci, Jr.

Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: 10/24/25

By: 
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____

By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

Dated: 10/28/25

By: 
Michael J. Lucchi, Esq.

Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

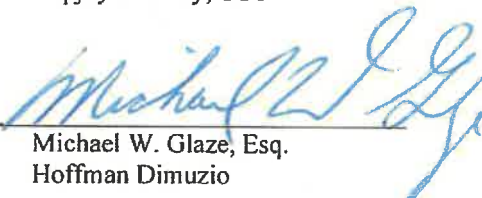
Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: _____

By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: 10/17/25

By: 
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

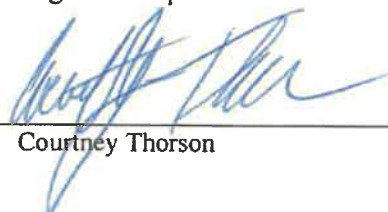
By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: 10/17/25

By: 
Courtney Thorson

Dated: _____

By: _____
Michael J. Lucci, Jr.

Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: _____

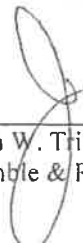
By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____

By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register



APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

Dated: _____

By: _____
Michael J. Lucci, Jr.

Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah. LLP

Dated: _____

By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____


By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: 
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

Dated: _____

By: _____
Michael J. Lucci, Jr.

EXHIBIT A

Thompson, Thorson and Lucci v. Travelers

c/o Administrator

info@XXXXXXXXXXXX.com

www.XXXXXXXXXX.com

CLAIM FORM INSTRUCTIONS

IMPORTANT: PLEASE READ BEFORE COMPLETING THIS CLAIM FORM

If you are a member of the following Settlement Class, you may be eligible for a Settlement payment in addition to the automatic payment of \$70 that all Class Members will receive: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage and (a) for claims which Defendants' computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants' computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

In order to possibly receive an additional payment above the \$70 payment you need to file a claim. If you file a claim Defendants will undertake a review of your claim file and any additional information you provide to determine if the policy limits for your PIP claim were reduced by applying co-pays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you.

This claims process is not designed to dispute medical decisions/determinations in your course of care.

If you wish to submit documents to support your claim, for example, any correspondence or PIP payment ledgers from Defendant(s) advising you that your PIP coverage had been exhausted you may, but are not required, to do so.

The only way to get an additional payment is by completing this Claim Form and returning it to the Settlement Administrator online at www.XXXXXXXXXX.com, or by mailing it to the address above.

Your claim must be submitted online or postmarked by [DATE - within 30 days after Final Settlement Hearing]

If you have any questions about the Claim Form, please read the full Notice available at www.XXXXXXXXXX.com. You may also contact the Settlement Administrator with any questions at Settlement, c/o Administrator, or by email at infoXXXXXXXXXXXX.com.

CLAIM FORM

SECTION A: NAME AND CONTACT INFORMATION

Thompson, Thorson and Lucci v. Travelers

c/o Administrator

info@xxxxxxxxxxxx.com

www.XXXXXXXXXX.com

Provide your name and contact information below. If your name or contact information changes after you submit this Claim Form, please notify the Administrator. If you are signing as the Legal Representative of a Class Member please indicate that at the end of this Claim Form, state your relationship to the Class Member and provide your authorization to act on the Class Member's behalf. You may, but are not required, to submit any documents you wish to support your claim to this Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

Class Member ID

(on the notice mailed to you)

Or

Check this box if you did not receive a Class Member ID

SECTION B: VERIFICATION

By signing below and submitting this Claim Form, I hereby affirm under penalty of perjury that I am the person identified above and the information provided in this Claim Form, including but not limited to any information as to submission of this form as a Legal Representative of a Class Member, is true and accurate to the best of my knowledge, and that I believe I am entitled to relief as a Class Member, as defined above, in this matter.

Thompson, Thorson and Lucci v. Travelers

c/o Administrator

info@xxxxxxxxxxxx.com

www.XXXXXXXXXX.com

SIGNATURE

DATE

PRINTED NAME

EXHIBIT B

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

You may be a class member in a proposed class action settlement if you paid for Personal Injury Protection coverage with Travelers under a New Jersey Automobile Insurance Policy and were not paid the full limit but were paid an amount within \$3,000, inclusive, of that limit, during the time period between April 14, 2017 and April 1, 2023.

*A court authorized this Notice. This is not a solicitation from a lawyer.
This Notice relates to the case of Regina Thompson v. Travelers Indemnity Company and St Paul Protective Insurance Co., now pending in the New Jersey Superior Court for Middlesex County*

PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.

- A settlement has been reached in the above lawsuit and a related lawsuit, no longer pending, brought by Courtney Thorson and Michael J. Lucci, Jr., against The Travelers Companies and St. Paul Protective Insurance Co. Plaintiffs alleged generally that Defendants wrongfully failed to pay the proper amount of Personal Injury Protection (“PIP”) coverage to their New Jersey insureds by reducing PIP coverage limits for PIP deductibles and co-payments.
- For every Class Member who does not opt out of the Settlement, the Settlement provides that they will automatically receive a check for \$70. Additionally, any Class member who does not opt out of the Settlement and submits a valid claim will potentially receive 80% of the difference between the amount of their PIP limit and the amount of PIP benefits they were paid by Travelers less the \$70 referred to above.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.aaaaaaaaaaaa.com**

YOUR LEGAL RIGHTS AND OPTIONS

<p>SUBMIT A CLAIM FORM</p>	<p>You can submit a Claim Form.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO POTENTIALLY RECEIVE A PAYMENT OF 80% OF THE DIFFERENCE BETWEEN YOUR PIP POLICY LIMIT AND THE AMOUNT OF PIP BENEFITS YOU WERE PAID, LESS \$70.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>EXCLUDE YOURSELF</p>	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue the Defendants.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>OBJECT</p>	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>DO NOTHING</p>	<p>You will automatically receive a check for \$70 which must be cashed within 120 days, and you give up your right to sue Defendants about the claims in the case. If you do not cash the check within 120 days you will receive no money in the settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>

These rights and options --- **and the deadlines to exercise them** --- are explained in this Notice.

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com**

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a Class Action alleging that Travelers wrongfully reduced PIP coverage limits by amounts of PIP deductibles and co-payments.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights.

2. How Do I Know if I am a Member of the Class?

You may be a member of the class action (a “Settlement Class Member”) against Defendants if you were paid PIP benefits by Travelers under a New Jersey automobile insurance policy where the final payment was made between April 14, 2017 and April 1, 2023, and you were paid within \$3,000 of your PIP policy limit but less than the full PIP policy limit (the date range is referred to as the “Class Period”).

The Class is defined as: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

You received this Notice because Defendants’ records indicate you may be a member of the Class.

3. What is this lawsuit about?

Plaintiff alleged generally that Defendants, which also includes all their parents, subsidiaries, predecessors, successors and assigns, and all related entities breached their contracts (insurance policies) and violated other New Jersey laws by failing to pay full PIP policy limits, based on reductions for PIP deductibles and/or co-payments during the Class Period. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed Settlement?

A class action is a lawsuit in which one or more individuals (called “Class Representatives”) bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class”

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

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.

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

5. What does the Settlement provide?

As a part of the settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- All Settlement Class Members will automatically receive \$70.
- Settlement Class Members will also be able to submit a Claim Form. For any valid Claim Form submitted, Defendants will undertake a review of your PIP claim file and any additional information you provide to determine if the policy limits were reduced by applying co-pays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you. This claims process is not designed to dispute medial decisions/determinations in the course of your care. If it is determined that a reduction to PIP policy limits was made, then those Class Members will receive 80% of reduction of the PIP policy limit for PIP deductibles or co-pays, less the \$70 referred to above. **Depending on the facts of your specific claim, however, you may receive an amount less than you believe you are entitled to, or nothing further.** If you elect this option to submit a claim you may, upon request, be required to provide supporting documentation as to your claim. If you disagree with Defendant’s initial determination on your claim you will have the opportunity to file an appeal with a Neutral Evaluator. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect to submit a claim under this option. The Neutral Evaluator’s decision will be final and non-appealable. There is no cost to file an appeal, however, if your appeal is unsuccessful you will be responsible for payment of \$70 towards the Neutral Evaluator’s fee. There is no cost if your appeal is successful. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement.

In exchange, the Plaintiffs and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional PIP benefits, or any other of the claims against Travelers defined as “Released Claims” in the Settlement Agreement. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

Defendants will separately pay for the costs of notifying Class Members and administering the Settlement, any service awards to the Settlement Class Representative, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses.

More details about the Settlement are in the Settlement Agreement and other documents available at www.XXXXXXXXXX.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement beyond the automatic \$70, you MUST submit a Claim Form. How much you get will depend on the information you provide with your Claim Form and in Travelers' files.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit www.XXXXXXXXXX.com, click "Submit a Claim Form" at the top of the homepage, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one by U.S. Mail from the Settlement Administrator. Hard copy Claim Forms can be mailed to:

Thompson, Thorson and Lucci v. Travelers
c/o Administrator

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than [30 days after the Final Settlement Approval Hearing].

8. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is valid, Travelers will then review its records to decide how much it believes should be paid on the claim under the above formula, if anything, and that decision will be subject to the neutral evaluation rights described above.

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. The automatic payment of \$70 will be made within 30 days of the Settlement becoming effective. Any payment due to Class Members who submit a valid claim form will be made within 75 days of the Settlement becoming effective, or within 45 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Updates will be provided on the Settlement Website, www.XXXXXXXXXX.com.

10. What am I giving up to get payment and stay in the Settlement?

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com**

If you remain in the Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims in further detail and is available at www.XXXXXXXXXX.com. You will also be bound by any decisions by the Court relating to the Settlement.

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **[30 days prior to Final Settlement Hearing]** as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a Settlement Payment, or any other 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 Defendants 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:

Thompson, Thorson and Lucci v. Travelers
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before **[30 days prior to Final Settlement Hearing]**.

Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: “I request exclusion from the Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a 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 CLASS BY THE POSTMARK DEADLINE OF [30 days prior to final approval hearing], YOU WILL REMAIN PART OF THE 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. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees and costs of no more than \$275,000 to compensate them for their services in this litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid by Defendants.

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek Class Representative awards to the three Named Plaintiffs in the amount of \$2,500 each, subject to court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees and Class Representative fees is filed, it will be posted at www.XXXXXXXXXX.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Class pursuant to the procedures described in Section 11 above, you can object to the Settlement no later than _____ [30 days before Final Approval Hearing date], filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection or intervention request; (c) a statement whether the objector or intervenor intends to

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court for the New Mexico District Court of Bernalillo County, Second Judicial District

Class Counsel Contact Information

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
DENTONS US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606

14. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the Settlement. You can only object if you intend to stay in the Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on Month Day, _____ at XX:XX x.m at the New Jersey Superior Court for the County of Middlesex at 56 Paterson Street, New Brunswick, NJ 08901.

The hearing may be moved to a different date or time without additional notice to you. You can check the Settlement website, www.XXXXXXXXXX.com, call 1-800-, or email the Settlement Administrator at _____ to confirm the date of the hearing.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it—you do not have to come to the hearing. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court’s discretion. You cannot speak at the Final Approval Hearing only if you exclude yourself from the Settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How do I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website: www.XXXXXXXXXX.com. You also may also contact the Settlement Administrator by email at info@xxxxxxx.com or by phone toll-free at 1-xxx-xxx-xxxx.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS

18. What Claim(s) Against Defendants Are Class Members Releasing?

As a part of the Settlement, Class Members agree to release Defendants, as defined above, and the Released Parties, and not to sue Defendants and the Released Parties for any of the Released Claims. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action,

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

Dated: Month, Date, Year

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

EXHIBIT C

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on ____, 2025. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys' fees, and Class Representative awards. A hearing was held on the Motions on ____, 2026. For the reasons stated below, the Motions are granted.

On ____, 2025, the matter of the Court's final approval of the Agreement submitted on ____, 2025 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for

consideration. Appearing on behalf of Plaintiffs and the Settlement Class were James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030. Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Erika Lopes-McLeman, DENTONS US LLP, 101 JFK Parkway, Short Hills, NJ 07078.

WHEREAS, the Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective Insurance Co. (collectively, “Defendants,” as defined in the Agreement), have executed and filed the Agreement with the Court on ____, 2025; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on ____, 2025, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Regina Thompson, Courtney Thorson and Michael Lucci, Jr. were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing

to be held on __, 202 __, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on ____, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants wrongfully failed to pay full Personal Injury Protection (“PIP”) coverage in New Jersey automobile insurance policies (the “Policies”) by reducing PIP benefits by PIP deductibles and co-payments.
2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid. Excluded from the Class are: all present or former officers and/or directors of

Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants wrongfully reduced PIP benefits by amounts of PIP deductibles and co-payments) and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the New Jersey Rules of Civil procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the

Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on __ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. _____ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. “Released Parties” means Defendants, as defined in the Settlement Agreement, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

21. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers,

stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

22. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the New Jersey Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this

Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them 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 relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective

firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$ _____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$ _____, to be paid by Defendants.

29. The Court hereby appoints _____ to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs/Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

A. Enforcing this Final Judgment, the Agreement and the Settlement;

B. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and

C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable Ana C. Viscomi

EXHIBIT D

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

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

The Parties have reached a Settlement in this case. Through an unopposed Motion for Preliminary Approval of Class Settlement, they seek, among other things, that the Court: (1) certify the proposed Class for Settlement purposes; (2) grant preliminary approval of the Settlement Agreement ("Agreement"); (3) direct notice to the Settlement Class; and (4) set a Final Settlement Hearing. For the reasons stated below, the Motion is granted.

Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective insurance Co. (collectively, "Defendants") (all capitalized terms herein shall have the same meaning as in the Agreement), all acting by and through their respective counsel, have agreed, subject to Court approval following sending of the Class Notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions in the Agreement, filed with the Court on _____, 2025; and

The Parties have made an application for preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

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 with good cause appearing,

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 Named Plaintiffs, all Settlement Class Members and Defendants.

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 Defendants 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 Defendants. 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 Parties 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 Parties, except that Defendants may file this Order in any action that may be brought against them 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 relating to the Released Claims set forth in the Agreement.

4. This Court has made a preliminary inquiry into the requirements of The New Jersey Rules of Civil procedure. The Court briefly addresses each factor and, for purposes of Settlement, finds that the proposed Settlement Class is suitable for class treatment.

5. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and only includes insureds who also suffered redressable harm, so is not overbroad. Thus, for purposes of Settlement, the threshold requirements for class certification are satisfied.

6. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether the subject reductions from PIP benefits for PIP deductibles and co-payments), and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

7. For purposes of Settlement, the Settlement Class is also certifiable under the New Jersey Rules of Civil Procedure because, for purposes of preliminarily approving the Settlement Class, common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

8. Defendants maintain all defenses to certification and this Order shall not be used as evidence or be interpreted in any way to be relevant as to whether a litigation class could or should have been certified for class treatment in this matter.

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

10. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Class Notice before it is mailed to Class Members.

11. 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 entitled thereto, complying fully with the requirements of the New Jersey Rules of Civil Procedure and due process.

12. The Class Notice procedure shall be as set forth below and in the Agreement.

- a) Notice of the pendency of the Action and of the Settlement shall be made pursuant to the terms of the Agreement, including mail notice.
- b) Within sixty (60) days of this Order, the Claims Administrator, shall cause copies of the Class Notice to be sent in accordance with the Agreement, which shall constitute the Initial Notice Date. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise (“Notice Date”).
- c) The Claims Administrator shall provide further copies of the Class Notice to Class Members upon request. The Court hereby appoints Epiq Systems Inc. as Claims Administrator.
- d) All costs and expenses incurred in providing notice to Settlement Class Members shall be paid by Defendants as set forth in the Agreement.

- e) Neither Defendants, nor Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.
- f) Consistent with the Agreement, the Court conditionally approves the following Settlement Class: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage and (a) for claims which Defendants' computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants' computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

13. If final approval of the Proposed Settlement is not obtained, this certification order, including the above description of the Settlement Class, shall be vacated and of no further force or effect.

14. The Court appoints Regina Thompson, Courtney Thorson and Michael Lucci, Jr. as Class Representatives, and James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203,

Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030 as Class Counsel.

15. Settlement Class Members who wish to comment on, object to or exclude themselves from the Settlement must do so in accordance with the instructions contained in the Agreement and Class Notice. Exclusion and objection requests must be postmarked no later than 30 days before the Final Settlement Hearing. Anyone who properly submits a request for exclusion shall not be a member of the Settlement Class and shall have no rights with respect to the Settlement. All Settlement Class Members who do not validly request exclusion shall be bound by any final judgment and order of dismissal entered pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting any and all of the Released Claims against any and all of the Released Parties, and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims.

16. A hearing shall be held on _____, 202__, at _____ m., before the Honorable _____, New Jersey Superior Court for the County of Middlesex, 56 Paterson Street, New Brunswick, NJ 08901, 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 Representatives should receive Class Representative awards and in what amount; (d) whether Class Counsel should receive a fees award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

17. Any application by Class Counsel for Attorneys' Fees and Costs, and all papers in support thereof, and any application for Class Representative Awards, shall be filed with the Court at least fifteen (15) days prior to the Final Settlement Hearing.

18. All other papers in support of the Settlement or responding to objections or motions to intervene shall be filed at least ten (10) days prior to the Final Settlement Hearing.

19. Any Class Member who has not requested to be excluded from the Class may appear and endeavor to show cause, if any, why the Court should or should not: (a) approve the Proposed Settlement as set forth in the Agreement as fair, reasonable and adequate; (b) provide for Class Representative Awards; (c) provide for a fee award to Class Counsel; and (d) enter the Final Judgment finally approving the Settlement. Provided, however, that no person shall be heard with respect to, or shall be entitled to contest the foregoing matters unless, no later than 30 days prior to the Final Settlement Hearing, that person has properly filed a Notice of Objection with the Clerk of the Court, and served upon the Clerk of the Court, for the Superior Court of New Jersey, County of Middlesex, all the above listed Class Counsel and Counsel for the Defendants, Steven M. Levy, Dentons US LLP, 233 S. Wacker Drive, Suite 5900, Chicago, IL 60606.

20. The Notice of Objection, to be valid, must be in writing and contain the following information: (a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with

the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Settlement Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Settlement Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The notice of intent to object, to be effective, also must be submitted by the objector or a legally authorized representative on an individual basis and not as part of a group, class or subclass.

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

22. The Court may adjourn the Final Settlement 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 Settlement 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 and without leave to amend as to Defendants and against the Named Plaintiffs and the Settlement Class Members at or after the Final Settlement Hearing and without further notice to the Settlement Class Members.

23. This Action shall be stayed pending further proceedings in connection with the effectuation of the Proposed Settlement.

24. 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 of the Released Parties, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the action.

IT IS SO ORDERED.

DATED: _____, 2025

Honorable Ana C. Viscomi

EXHIBIT E

CLM_NBR	LS_DT	CO_DESC	CMS_FPM_INS_LMT_AMT	MED_GRS_PD_AMT
H9Q6143	8/26/2018	St Paul Protective Insurance Company	12000	\$ 12,000.00
H9Q6756	9/6/2018	St Paul Protective Insurance Company	13000	\$ 13,000.00
H9Q8583	10/6/2018	St Paul Protective Insurance Company	13600	\$ 14,612.32
IGI5161	1/18/2020	St Paul Protective Insurance Company	13600	\$ 12,110.87
IOA1915	1/21/2021	St Paul Protective Insurance Company	13600	\$ 13,600.00
IBG1282	11/11/2018	St Paul Protective Insurance Company	13800	\$ 13,800.00
IBG1812	11/6/2018	St Paul Protective Insurance Company	13800	\$ 13,800.00
IBG6558	2/27/2019	Fidelity and Guaranty Insurance Underwriters Inc	13800	\$ 13,800.00
IGI6511	2/29/2020	St Paul Protective Insurance Company	13800	\$ 13,800.00
INQ2823	4/13/2022	St Paul Protective Insurance Company	13800	\$ 13,800.00
GTA1824	1/21/2017	St Paul Protective Insurance Company	15000	\$ 14,894.10
GTA3705	6/3/2017	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$ 13,800.00
GTA3997	6/24/2017	St Paul Protective Insurance Company	15000	\$ 13,759.63
GTC7355	12/30/2017	St Paul Protective Insurance Company	15000	\$ 14,043.70
GTC7355	12/30/2017	St Paul Protective Insurance Company	15000	\$ 14,436.50
GTC7657	2/5/2018	St Paul Protective Insurance Company	15000	\$ 12,000.00
H1B8009	8/23/2016	St Paul Protective Insurance Company	15000	\$ 12,208.86
H2E0984	12/24/2016	St Paul Protective Insurance Company	15000	\$ 14,293.96
H2E1704	1/9/2017	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$ 12,896.32
H2E3269	2/11/2017	St Paul Protective Insurance Company	15000	\$ 13,600.00
H2E3347	2/14/2017	St Paul Protective Insurance Company	15000	\$ 13,600.00
H2E3632	2/19/2017	St Paul Protective Insurance Company	15000	\$ 14,043.68
H2E5635	3/28/2017	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$ 12,458.90
H2E6123	4/5/2017	St Paul Protective Insurance Company	15000	\$ 14,999.99
H2E7052	4/17/2017	St Paul Protective Insurance Company	15000	\$ 13,800.00
H2E7146	4/28/2017	St Paul Protective Insurance Company	15000	\$ 13,800.00
H2E7168	4/28/2017	St Paul Protective Insurance Company	15000	\$ 13,800.00
H2E7853	5/13/2017	St Paul Protective Insurance Company	15000	\$ 13,800.00
H2E7873	5/14/2017	St Paul Protective Insurance Company	15000	\$ 12,393.05
H2E8333	5/20/2017	St Paul Protective Insurance Company	15000	\$ 13,200.00
H2E8473	5/25/2017	St Paul Protective Insurance Company	15000	\$ 14,921.12
H2E8497	5/17/2017	St Paul Protective Insurance Company	15000	\$ 13,439.65
H2E9048	4/24/2017	St Paul Protective Insurance Company	15000	\$ 13,600.00

H2E9137	6/6/2017	St Paul Protective Insurance Company	15000	\$	13,600.00
H2E9689	6/17/2017	St Paul Protective Insurance Company	15000	\$	13,657.52
H2E9939	6/21/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H3A2091	7/19/2016	St Paul Protective Insurance Company	15000	\$	12,033.03
H4L2485	9/18/2017	St Paul Protective Insurance Company	15000	\$	12,600.00
H4U0037	6/21/2017	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,600.00
H4U0201	6/1/2017	St Paul Protective Insurance Company	15000	\$	13,115.56
H4U1543	7/20/2017	St Paul Protective Insurance Company	15000	\$	13,600.00
H4U1895	7/25/2017	St Paul Protective Insurance Company	15000	\$	12,000.00
H4U2012	7/28/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U2554	8/7/2017	St Paul Protective Insurance Company	15000	\$	14,197.36
H4U3192	8/19/2017	St Paul Protective Insurance Company	15000	\$	14,872.81
H4U3248	7/24/2017	St Paul Protective Insurance Company	15000	\$	12,233.86
H4U3289	8/21/2017	St Paul Protective Insurance Company	15000	\$	12,158.00
H4U3962	8/31/2017	St Paul Protective Insurance Company	15000	\$	14,310.55
H4U4061	9/3/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U5169	9/20/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U5225	9/22/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U5308	9/24/2017	St Paul Protective Insurance Company	15000	\$	14,373.59
H4U5308	9/24/2017	St Paul Protective Insurance Company	15000	\$	14,848.42
H4U5413	9/25/2017	St Paul Protective Insurance Company	15000	\$	13,610.00
H4U5914	10/9/2017	St Paul Protective Insurance Company	15000	\$	13,550.00
H4U6754	10/24/2017	St Paul Protective Insurance Company	15000	\$	12,000.00
H4U7467	11/5/2017	St Paul Protective Insurance Company	15000	\$	13,200.00
H4U7549	11/7/2017	St Paul Protective Insurance Company	15000	\$	14,030.71
H4U7718	11/10/2017	St Paul Protective Insurance Company	15000	\$	14,763.72
H4U7899	11/13/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U7995	11/15/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U8141	11/10/2017	St Paul Protective Insurance Company	15000	\$	12,886.82
H4U9129	11/24/2017	St Paul Protective Insurance Company	15000	\$	13,800.00
H4U9212	12/7/2017	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,800.01
H4U9331	12/11/2017	St Paul Protective Insurance Company	15000	\$	13,708.94
H5P6878	7/3/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
H6G4038	7/31/2017	St Paul Protective Insurance Company	15000	\$	12,000.00

H7F0088	12/24/2017	St Paul Protective Insurance Company	15000	\$	13,812.80
H7F0825	1/6/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H7F0994	1/8/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H7F1187	1/9/2018	St Paul Protective Insurance Company	15000	\$	13,204.11
H7F1519	1/10/2018	St Paul Protective Insurance Company	15000	\$	13,443.03
H7F1891	12/12/2017	St Paul Protective Insurance Company	15000	\$	13,600.00
H7F2827	2/11/2018	St Paul Protective Insurance Company	15000	\$	13,643.84
H7F3039	2/15/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H7F3419	2/14/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
H7F3786	2/28/2018	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,000.00
H7F5505	3/10/2018	St Paul Protective Insurance Company	15000	\$	13,800.01
H7F6131	3/16/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H7F6384	3/20/2018	St Paul Protective Insurance Company	15000	\$	13,600.01
H7F6792	3/27/2018	St Paul Protective Insurance Company	15000	\$	12,935.95
H7F7548	4/7/2018	St Paul Protective Insurance Company	15000	\$	14,800.00
H7F7646	2/28/2018	St Paul Protective Insurance Company	15000	\$	13,200.00
H7F7659	4/10/2018	St Paul Protective Insurance Company	15000	\$	13,268.65
H7F8382	4/18/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H7F8422	4/17/2018	St Paul Protective Insurance Company	15000	\$	12,331.00
H7F9037	4/22/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
H7F9060	5/3/2018	St Paul Protective Insurance Company	15000	\$	13,435.38
H7F9201	5/5/2018	St Paul Protective Insurance Company	15000	\$	13,599.99
H7F9279	5/4/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H7Z0887	1/22/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
H9Q0406	2/27/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
H9Q0443	5/13/2018	St Paul Protective Insurance Company	15000	\$	12,600.00
H9Q0580	5/25/2018	St Paul Protective Insurance Company	15000	\$	14,405.29
H9Q0918	5/31/2018	St Paul Protective Insurance Company	15000	\$	14,527.94
H9Q0924	5/31/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
H9Q2019	6/20/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
H9Q2046	6/21/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H9Q2462	6/25/2018	St Paul Protective Insurance Company	15000	\$	13,983.49
H9Q2465	6/27/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H9Q2648	6/29/2018	St Paul Protective Insurance Company	15000	\$	13,600.00

H9Q2652	6/29/2018	St Paul Protective Insurance Company	15000	\$	12,972.74
H9Q2730	6/29/2018	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,800.00
H9Q3052	6/11/2018	St Paul Protective Insurance Company	15000	\$	13,043.24
H9Q3274	7/10/2018	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,800.00
H9Q3371	7/5/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
H9Q3447	7/9/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H9Q3778	7/18/2018	St Paul Protective Insurance Company	15000	\$	13,922.47
H9Q3817	7/19/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H9Q3826	7/16/2018	St Paul Protective Insurance Company	15000	\$	13,816.49
H9Q4115	7/21/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H9Q4123	7/25/2018	St Paul Protective Insurance Company	15000	\$	12,400.00
H9Q4848	8/5/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
H9Q5091	7/20/2018	St Paul Protective Insurance Company	15000	\$	13,200.00
H9Q5604	6/27/2018	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	14,811.99
H9Q6711	8/21/2018	St Paul Protective Insurance Company	15000	\$	13,822.89
H9Q7016	6/20/2018	St Paul Protective Insurance Company	15000	\$	13,200.00
H9Q7149	9/10/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
H9Q7353	9/14/2018	St Paul Protective Insurance Company	15000	\$	14,874.90
H9Q7437	9/6/2018	St Paul Protective Insurance Company	15000	\$	13,917.50
H9Q7482	9/18/2018	St Paul Protective Insurance Company	15000	\$	13,200.00
H9Q7734	9/24/2018	St Paul Protective Insurance Company	15000	\$	12,225.84
H9Q8222	10/1/2018	St Paul Protective Insurance Company	15000	\$	13,800.00
H9Q8783	10/9/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
H9Q9112	10/16/2018	St Paul Protective Insurance Company	15000	\$	13,600.01
H9Q9293	10/17/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
HQU5929	7/19/2013	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	14,685.24
HUE4745	10/22/2014	St Paul Protective Insurance Company	15000	\$	14,862.48
HUE8932	2/2/2015	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	14,999.99
HVU1466	3/18/2015	St Paul Protective Insurance Company	15000	\$	14,459.40
HVU7650	7/28/2015	St Paul Protective Insurance Company	15000	\$	12,772.33
HVU8569	9/9/2015	St Paul Protective Insurance Company	15000	\$	12,415.31
HVU9560	9/15/2015	St Paul Protective Insurance Company	15000	\$	13,050.00
HVU9847	10/8/2015	St Paul Protective Insurance Company	15000	\$	13,600.00
HXX2429	11/18/2015	St Paul Protective Insurance Company	15000	\$	12,000.00

HXX6447	2/29/2016	St Paul Protective Insurance Company	15000	\$	12,662.89
HXX8933	4/22/2016	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,021.21
HXX9242	4/29/2016	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,898.29
HXX9838	5/13/2016	St Paul Protective Insurance Company	15000	\$	13,800.00
HY16660	5/27/2015	St Paul Protective Insurance Company	15000	\$	13,600.00
HZW1577	6/11/2016	St Paul Protective Insurance Company	15000	\$	14,100.24
HZW2475	7/3/2016	St Paul Protective Insurance Company	15000	\$	12,023.53
HZW3032	7/16/2016	St Paul Protective Insurance Company	15000	\$	12,260.32
HZW4256	8/6/2016	St Paul Protective Insurance Company	15000	\$	13,513.90
HZW4360	8/8/2016	St Paul Protective Insurance Company	15000	\$	12,092.43
HZW4440	8/10/2016	St Paul Protective Insurance Company	15000	\$	12,731.17
HZW5002	8/20/2016	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,141.89
HZW7119	10/6/2016	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	14,361.03
HZW7556	10/15/2016	St Paul Protective Insurance Company	15000	\$	14,999.99
HZW7707	10/18/2016	St Paul Protective Insurance Company	15000	\$	13,200.00
HZW8972	10/5/2016	St Paul Protective Insurance Company	15000	\$	13,600.00
HZW9486	11/22/2016	St Paul Protective Insurance Company	15000	\$	14,999.99
HZW9846	11/14/2016	St Paul Protective Insurance Company	15000	\$	13,595.65
HZW9950	12/2/2016	St Paul Protective Insurance Company	15000	\$	13,065.49
IBA4286	5/11/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
IBG0213	10/17/2018	St Paul Protective Insurance Company	15000	\$	12,356.11
IBG0372	11/6/2018	St Paul Protective Insurance Company	15000	\$	13,792.78
IBG1156	11/18/2018	St Paul Protective Insurance Company	15000	\$	12,325.53
IBG1904	11/20/2018	St Paul Protective Insurance Company	15000	\$	14,350.00
IBG2174	12/4/2018	St Paul Protective Insurance Company	15000	\$	13,256.00
IBG2544	12/10/2018	St Paul Protective Insurance Company	15000	\$	14,446.52
IBG3053	12/20/2018	St Paul Protective Insurance Company	15000	\$	13,950.78
IBG3120	12/21/2018	St Paul Protective Insurance Company	15000	\$	12,000.00
IBG3299	12/22/2018	St Paul Protective Insurance Company	15000	\$	14,653.56
IBG3299	12/22/2018	St Paul Protective Insurance Company	15000	\$	14,876.83
IBG3898	1/9/2019	St Paul Protective Insurance Company	15000	\$	13,000.00
IBG4434	12/16/2018	St Paul Protective Insurance Company	15000	\$	13,600.00
IBG4767	1/22/2019	St Paul Protective Insurance Company	15000	\$	13,200.00
IBG4861	1/9/2019	St Paul Protective Insurance Company	15000	\$	12,000.00

IBG4861	1/9/2019	St Paul Protective Insurance Company	15000	\$	14,169.14
IBG5297	1/25/2019	St Paul Protective Insurance Company	15000	\$	14,920.00
IBG5497	1/30/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IBG6024	2/17/2019	St Paul Protective Insurance Company	15000	\$	14,628.31
IBG6139	2/21/2019	St Paul Protective Insurance Company	15000	\$	13,600.00
IBG6164	2/21/2019	St Paul Protective Insurance Company	15000	\$	13,176.57
IBG6851	3/4/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IBG6967	3/6/2019	St Paul Protective Insurance Company	15000	\$	13,749.00
IBG7444	3/15/2019	St Paul Protective Insurance Company	15000	\$	12,951.59
IBG7485	3/13/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IBG7524	3/16/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IBG8605	3/15/2019	St Paul Protective Insurance Company	15000	\$	12,000.01
IBG8668	4/5/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IBG9254	4/11/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IBG9326	4/3/2019	St Paul Protective Insurance Company	15000	\$	12,108.44
IBG9962	4/30/2019	St Paul Protective Insurance Company	15000	\$	12,998.11
ICS7260	5/23/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY0505	12/5/2018	St Paul Protective Insurance Company	15000	\$	13,255.42
IDY0505	12/5/2018	St Paul Protective Insurance Company	15000	\$	14,403.67
IDY0704	5/12/2019	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,000.00
IDY0920	5/15/2019	St Paul Protective Insurance Company	15000	\$	13,841.29
IDY1135	4/30/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IDY1230	5/20/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY1388	4/14/2019	St Paul Protective Insurance Company	15000	\$	12,850.00
IDY2092	6/6/2019	St Paul Protective Insurance Company	15000	\$	13,600.00
IDY2131	6/7/2019	St Paul Protective Insurance Company	15000	\$	12,833.79
IDY2323	6/11/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IDY2340	6/12/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY2600	6/17/2019	St Paul Protective Insurance Company	15000	\$	13,600.02
IDY2967	6/21/2019	St Paul Protective Insurance Company	15000	\$	12,278.69
IDY3219	5/28/2019	St Paul Protective Insurance Company	15000	\$	13,600.00
IDY3314	6/27/2019	St Paul Protective Insurance Company	15000	\$	13,922.66
IDY3342	6/27/2019	St Paul Protective Insurance Company	15000	\$	13,196.53
IDY3648	6/21/2019	St Paul Protective Insurance Company	15000	\$	12,534.26

IDY4141	7/5/2019	St Paul Protective Insurance Company	15000	\$	14,045.01
IDY4435	7/17/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IDY5173	7/22/2019	St Paul Protective Insurance Company	15000	\$	13,841.61
IDY5407	7/29/2019	St Paul Protective Insurance Company	15000	\$	14,645.28
IDY5482	7/29/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY5680	7/31/2019	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,600.00
IDY5848	8/5/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY5950	8/6/2019	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,929.39
IDY5953	7/28/2019	St Paul Protective Insurance Company	15000	\$	13,200.30
IDY6892	8/22/2019	St Paul Protective Insurance Company	15000	\$	13,200.00
IDY7576	7/17/2019	St Paul Protective Insurance Company	15000	\$	14,999.46
IDY7653	9/6/2019	St Paul Protective Insurance Company	15000	\$	13,200.00
IDY8003	9/6/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IDY8229	9/17/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IDY8247	9/18/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY8265	9/18/2019	St Paul Protective Insurance Company	15000	\$	12,400.00
IDY8279	8/13/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IDY8682	9/27/2019	St Paul Protective Insurance Company	15000	\$	12,657.30
IDY9000	9/29/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY9382	10/9/2019	St Paul Protective Insurance Company	15000	\$	14,346.13
IDY9436	10/13/2019	St Paul Protective Insurance Company	15000	\$	14,586.64
IDY9496	9/20/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IDY9987	10/21/2019	St Paul Protective Insurance Company	15000	\$	12,837.93
IEZ8351	11/8/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IFH5118	8/21/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IFQ0979	2/20/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IGC4897	10/2/2019	St Paul Protective Insurance Company	15000	\$	13,199.99
IGI0394	10/29/2019	St Paul Protective Insurance Company	15000	\$	12,512.28
IGI0553	10/31/2019	St Paul Protective Insurance Company	15000	\$	13,200.00
IGI0818	11/4/2019	St Paul Protective Insurance Company	15000	\$	13,600.00
IGI0889	11/4/2019	St Paul Protective Insurance Company	15000	\$	14,241.78
IGI1526	11/14/2019	St Paul Protective Insurance Company	15000	\$	13,000.00
IGI2372	11/12/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IGI2553	12/4/2019	St Paul Protective Insurance Company	15000	\$	13,600.00

IG12613	12/6/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IG12686	12/6/2019	St Paul Protective Insurance Company	15000	\$	13,800.00
IG13303	12/17/2019	St Paul Protective Insurance Company	15000	\$	12,800.00
IG13641	11/29/2019	St Paul Protective Insurance Company	15000	\$	12,000.00
IG14920	1/18/2020	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,600.01
IG15017	1/21/2020	St Paul Protective Insurance Company	15000	\$	14,576.35
IG15113	1/22/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG15220	1/22/2020	St Paul Protective Insurance Company	15000	\$	12,529.68
IG15388	1/16/2020	St Paul Protective Insurance Company	15000	\$	13,657.68
IG15465	1/23/2020	St Paul Protective Insurance Company	15000	\$	13,600.00
IG15645	1/31/2020	St Paul Protective Insurance Company	15000	\$	13,199.39
IG15654	2/4/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IG15726	2/7/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG15819	2/11/2020	St Paul Protective Insurance Company	15000	\$	14,282.31
IG15873	2/11/2020	St Paul Protective Insurance Company	15000	\$	13,600.00
IG15998	2/14/2020	St Paul Protective Insurance Company	15000	\$	14,012.24
IG16041	2/14/2020	St Paul Protective Insurance Company	15000	\$	13,444.03
IG16090	2/18/2020	St Paul Protective Insurance Company	15000	\$	13,600.00
IG16377	2/22/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IG16600	2/29/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG16660	3/1/2020	St Paul Protective Insurance Company	15000	\$	12,000.00
IG16847	3/13/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IG17298	3/21/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG17467	5/21/2020	St Paul Protective Insurance Company	15000	\$	13,988.08
IG17535	3/11/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG17762	6/12/2020	St Paul Protective Insurance Company	15000	\$	13,061.32
IG17798	6/10/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG17803	6/12/2020	St Paul Protective Insurance Company	15000	\$	12,000.00
IG17823	6/16/2020	St Paul Protective Insurance Company	15000	\$	13,880.76
IG18110	6/29/2020	St Paul Protective Insurance Company	15000	\$	12,652.88
IG18790	6/3/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IG18813	7/25/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG18907	8/4/2020	St Paul Protective Insurance Company	15000	\$	13,109.35
IG18975	7/25/2020	St Paul Protective Insurance Company	15000	\$	13,860.96

IG19035	6/23/2020	St Paul Protective Insurance Company	15000	\$	12,350.08
IG19245	8/20/2020	St Paul Protective Insurance Company	15000	\$	13,000.00
IG19295	8/20/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG19440	8/7/2020	St Paul Protective Insurance Company	15000	\$	12,000.00
IG19677	9/14/2020	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,000.00
IG19807	9/18/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IG19873	9/24/2020	St Paul Protective Insurance Company	15000	\$	13,600.00
IHH2367	2/28/2020	St Paul Protective Insurance Company	15000	\$	12,105.33
IHH2436	3/2/2020	St Paul Protective Insurance Company	15000	\$	14,300.00
IIB2450	1/11/2020	St Paul Protective Insurance Company	15000	\$	13,304.99
IID4247	9/5/2021	St Paul Protective Insurance Company	15000	\$	12,899.84
IIK1105	1/29/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV0128	10/1/2020	St Paul Protective Insurance Company	15000	\$	13,320.35
IIV0527	10/28/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV0664	11/4/2020	St Paul Protective Insurance Company	15000	\$	13,305.38
IIV0691	11/4/2020	St Paul Protective Insurance Company	15000	\$	12,600.00
IIV0741	11/8/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV0750	11/8/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IIV0800	11/6/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV0943	11/14/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV1057	10/30/2020	St Paul Protective Insurance Company	15000	\$	14,639.65
IIV1095	11/25/2020	St Paul Protective Insurance Company	15000	\$	13,845.45
IIV1171	12/1/2020	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV1183	12/2/2020	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV1310	11/12/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IIV1379	12/2/2020	St Paul Protective Insurance Company	15000	\$	12,012.81
IIV1528	12/20/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
IIV1862	1/5/2021	St Paul Protective Insurance Company	15000	\$	12,338.41
IIV1965	1/14/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV2033	1/14/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV2057	1/7/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV2398	12/6/2020	St Paul Protective Insurance Company	15000	\$	12,714.13
IIV2857	3/8/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV2904	3/10/2021	St Paul Protective Insurance Company	15000	\$	13,200.00

IIV3295	4/1/2021	St Paul Protective Insurance Company	15000	\$	13,143.54
IIV3674	4/14/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV3683	4/16/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV3684	4/17/2021	St Paul Protective Insurance Company	15000	\$	13,334.09
IIV3958	4/27/2021	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	13,600.00
IIV4232	4/23/2021	St Paul Protective Insurance Company	15000	\$	14,150.75
IIV4507	5/21/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV4838	6/1/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV4856	6/1/2021	St Paul Protective Insurance Company	15000	\$	13,700.00
IIV5180	6/11/2021	St Paul Protective Insurance Company	15000	\$	12,489.62
IIV5258	6/14/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV5424	6/18/2021	St Paul Protective Insurance Company	15000	\$	13,200.00
IIV5555	6/21/2021	St Paul Protective Insurance Company	15000	\$	14,584.90
IIV6432	7/27/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV6683	8/8/2021	St Paul Protective Insurance Company	15000	\$	13,628.64
IIV6688	8/9/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV6719	8/10/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV7079	8/5/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV7135	8/20/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV7571	8/19/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV7727	9/7/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV7847	9/12/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV8014	9/17/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV8463	10/6/2021	St Paul Protective Insurance Company	15000	\$	12,000.00
IIV8535	10/9/2021	St Paul Protective Insurance Company	15000	\$	13,600.00
IIV8554	10/9/2021	St Paul Protective Insurance Company	15000	\$	13,223.96
IIV8757	10/18/2021	St Paul Protective Insurance Company	15000	\$	13,800.00
IIV8922	10/22/2021	St Paul Protective Insurance Company	15000	\$	12,372.91
IIV9015	10/28/2021	St Paul Protective Insurance Company	15000	\$	13,200.00
IIV9488	11/15/2021	St Paul Protective Insurance Company	15000	\$	12,051.62
IIV9653	11/22/2021	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	14,940.39
IIE2328	8/27/2020	St Paul Protective Insurance Company	15000	\$	13,000.00
IKC1252	12/27/2020	St Paul Protective Insurance Company	15000	\$	13,600.00
IKC4467	4/17/2021	St Paul Protective Insurance Company	15000	\$	13,800.00

ILL1079	10/28/2020	St Paul Protective Insurance Company	15000	\$	13,800.00
IND2206	9/5/2020	St Paul Protective Insurance Company	15000	\$	14,065.99
INQ0679	11/7/2021	St Paul Protective Insurance Company	15000	\$	13,200.00
INQ0745	1/8/2022	St Paul Protective Insurance Company	15000	\$	13,600.00
INQ0885	1/13/2022	St Paul Protective Insurance Company	15000	\$	12,676.00
INQ1829	2/24/2022	St Paul Protective Insurance Company	15000	\$	13,600.00
INQ2012	3/6/2022	St Paul Protective Insurance Company	15000	\$	12,000.00
INQ2301	3/18/2022	St Paul Protective Insurance Company	15000	\$	13,800.00
INQ2328	3/21/2022	St Paul Protective Insurance Company	15000	\$	13,936.39
INQ2523	3/31/2022	St Paul Protective Insurance Company	15000	\$	13,200.00
INQ2608	4/5/2022	St Paul Protective Insurance Company	15000	\$	13,800.00
INQ3407	5/11/2022	St Paul Protective Insurance Company	15000	\$	13,800.00
INQ4121	6/9/2022	St Paul Protective Insurance Company	15000	\$	13,200.00
INQ4157	6/11/2022	St Paul Protective Insurance Company	15000	\$	13,600.00
INQ4720	7/2/2022	St Paul Protective Insurance Company	15000	\$	13,800.00
INQ4895	7/10/2022	St Paul Protective Insurance Company	15000	\$	13,600.00
INQ5557	8/7/2022	St Paul Protective Insurance Company	15000	\$	13,200.00
INQ6293	9/7/2022	St Paul Protective Insurance Company	15000	\$	13,427.21
INQ7677	10/25/2022	St Paul Protective Insurance Company	15000	\$	14,732.95
INQ8389	10/13/2022	St Paul Protective Insurance Company	15000	\$	13,600.00
INQ8701	12/5/2022	St Paul Protective Insurance Company	15000	\$	12,795.89
INQ9334	12/28/2022	Fidelity and Guaranty Insurance Underwriters Inc	15000	\$	12,217.99
INQ9430	12/31/2022	St Paul Protective Insurance Company	15000	\$	13,915.43
INQ9686	1/16/2023	St Paul Protective Insurance Company	15000	\$	13,600.00
IQW7691	3/23/2021	St Paul Protective Insurance Company	15000	\$	12,110.56
ISQ1585	7/25/2021	St Paul Protective Insurance Company	15000	\$	12,976.79
ITF7875	7/5/2022	St Paul Protective Insurance Company	15000	\$	13,200.00
ITJ2781	7/6/2022	St Paul Protective Insurance Company	15000	\$	13,800.00
ITJ6249	10/5/2022	St Paul Protective Insurance Company	15000	\$	14,001.76
IUQ7976	11/4/2021	St Paul Protective Insurance Company	15000	\$	12,188.74
IVB0745	3/1/2023	St Paul Protective Insurance Company	15000	\$	12,079.45
IXU3645	5/25/2022	St Paul Protective Insurance Company	15000	\$	12,000.00
U7B1979	11/1/2020	St Paul Protective Insurance Company	15000	\$	13,200.00
U7M0318	7/20/2016	St Paul Protective Insurance Company	15000	\$	12,638.20

INQ4753	6/28/2022	St Paul Protective Insurance Company	47000	\$	47,000.00
H3S6680	3/10/2017	St Paul Protective Insurance Company	50000	\$	48,684.52
H7F6481	3/22/2018	Fidelity and Guaranty Insurance Underwriters Inc	50000	\$	48,050.00
H7F8505	4/22/2018	St Paul Protective Insurance Company	50000	\$	48,800.00
H7F8837	4/27/2018	St Paul Protective Insurance Company	50000	\$	48,800.00
HSM0828	12/19/2013	Fidelity and Guaranty Insurance Underwriters Inc	50000	\$	49,710.04
HZW7018	10/4/2016	St Paul Protective Insurance Company	50000	\$	48,200.00
IBG8102	3/14/2019	St Paul Protective Insurance Company	50000	\$	48,599.99
IDY9054	10/4/2019	St Paul Protective Insurance Company	50000	\$	49,367.60
IGI1013	11/2/2019	St Paul Protective Insurance Company	50000	\$	47,000.00
INQ2861	4/13/2022	St Paul Protective Insurance Company	50000	\$	48,435.00
IXI1757	5/8/2022	St Paul Protective Insurance Company	50000	\$	48,718.18
H4U7341	11/2/2017	St Paul Protective Insurance Company	75000	\$	73,600.00
H7F6036	3/14/2018	St Paul Protective Insurance Company	75000	\$	73,800.00
HVU7312	8/4/2015	St Paul Protective Insurance Company	75000	\$	73,200.00
HZW6597	9/26/2016	Fidelity and Guaranty Insurance Underwriters Inc	75000	\$	73,200.00
IDY8679	9/27/2019	Fidelity and Guaranty Insurance Underwriters Inc	75000	\$	73,600.00
IGI7197	4/24/2020	St Paul Protective Insurance Company	75000	\$	73,800.00
H7F0587	12/31/2017	St Paul Protective Insurance Company	150000	\$	148,600.00
H9Q1921	6/18/2018	St Paul Protective Insurance Company	150000	\$	148,600.00
IBG9672	4/25/2019	Fidelity and Guaranty Insurance Underwriters Inc	150000	\$	148,800.00
H2E6787	4/22/2017	St Paul Protective Insurance Company	250000	\$	249,841.40
H2E8335	5/22/2017	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,799.98
H4U2747	8/10/2017	St Paul Protective Insurance Company	250000	\$	247,820.40
H4U4242	9/5/2017	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
H4U4950	9/17/2017	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	247,824.60
H4U5219	9/21/2017	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,954.72
H4U5990	10/3/2017	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,200.00
H4U7428	11/4/2017	St Paul Protective Insurance Company	250000	\$	248,800.00
H4U7437	11/5/2017	St Paul Protective Insurance Company	250000	\$	248,799.99
H4U7501	11/6/2017	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
H4U7974	11/13/2017	St Paul Protective Insurance Company	250000	\$	248,800.00
H4U8588	11/26/2017	St Paul Protective Insurance Company	250000	\$	248,800.00
H4U8925	11/30/2017	St Paul Protective Insurance Company	250000	\$	248,800.00

H4U9249	12/7/2017	St Paul Protective Insurance Company	250000	\$	248,800.00
H5E0446	6/17/2017	St Paul Protective Insurance Company	250000	\$	249,999.99
H7F0206	12/21/2017	St Paul Protective Insurance Company	250000	\$	248,799.99
H7F2168	1/27/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
H7F8433	4/10/2018	St Paul Protective Insurance Company	250000	\$	247,000.00
H7F8711	4/24/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
H9Q0761	5/26/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
H9Q2642	6/29/2018	St Paul Protective Insurance Company	250000	\$	249,102.31
H9Q2808	6/30/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
H9Q5330	8/10/2018	St Paul Protective Insurance Company	250000	\$	249,217.23
H9Q8458	9/29/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
H9Q9276	10/18/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
H9Q9763	10/25/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
HUE7654	1/1/2015	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	249,751.86
HVU9203	9/23/2015	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,290.30
HXS7659	4/15/2016	St Paul Protective Insurance Company	250000	\$	249,109.20
IOH8906	10/20/2022	St Paul Protective Insurance Company	250000	\$	248,050.00
IBG2202	12/4/2018	St Paul Protective Insurance Company	250000	\$	248,000.00
IBG2873	12/18/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
IBG2947	12/19/2018	St Paul Protective Insurance Company	250000	\$	248,800.00
IBG3162	12/24/2018	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IBG4841	1/28/2019	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,600.00
IBG8845	4/11/2019	St Paul Protective Insurance Company	250000	\$	248,800.00
IDY0464	5/7/2019	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	249,843.02
IDY3825	7/7/2019	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IDY6032	8/7/2019	St Paul Protective Insurance Company	250000	\$	248,600.00
IDY6099	8/2/2019	St Paul Protective Insurance Company	250000	\$	248,800.00
IDY7026	8/23/2019	St Paul Protective Insurance Company	250000	\$	248,800.00
IDY8197	9/15/2019	St Paul Protective Insurance Company	250000	\$	247,694.87
IDY9437	10/13/2019	St Paul Protective Insurance Company	250000	\$	248,800.00
IEZ0780	7/26/2019	St Paul Protective Insurance Company	250000	\$	248,280.14
IEZ7808	11/26/2019	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IFQ7172	8/22/2020	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	249,134.31
IGI3352	12/14/2019	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00

IG13649	12/22/2019	St Paul Protective Insurance Company	250000	\$	248,799.98
IG15882	2/8/2020	St Paul Protective Insurance Company	250000	\$	248,800.00
IG17789	6/14/2020	St Paul Protective Insurance Company	250000	\$	248,800.00
IG18916	8/5/2020	St Paul Protective Insurance Company	250000	\$	248,799.99
IG19689	9/12/2020	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IG19755	9/17/2020	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IIV0615	10/29/2020	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IIV0742	11/6/2020	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV0825	11/11/2020	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV2363	1/23/2021	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV2562	2/18/2021	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV7078	8/19/2021	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	247,000.00
IIV7680	8/30/2021	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV7752	9/8/2021	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV8307	9/20/2021	St Paul Protective Insurance Company	250000	\$	248,800.00
IIV8420	10/3/2021	St Paul Protective Insurance Company	250000	\$	248,800.00
INQ0584	1/1/2022	St Paul Protective Insurance Company	250000	\$	248,800.00
INQ2305	3/18/2022	St Paul Protective Insurance Company	250000	\$	248,800.00
INQ3201	5/2/2022	St Paul Protective Insurance Company	250000	\$	248,536.59
INQ4135	6/8/2022	St Paul Protective Insurance Company	250000	\$	248,800.00
INQ5256	7/25/2022	St Paul Protective Insurance Company	250000	\$	248,800.00
IPB3730	12/27/2021	Fidelity and Guaranty Insurance Underwriters Inc	250000	\$	248,800.00
IW19242	3/4/2022	St Paul Protective Insurance Company	250000	\$	248,200.00
H2E0227	12/5/2016	St Paul Protective Insurance Company		\$	14,022.83
H2E2120	12/21/2016	St Paul Protective Insurance Company		\$	13,310.28
H2E2845	1/11/2017	St Paul Protective Insurance Company		\$	12,402.14
H2E4184	2/26/2017	St Paul Protective Insurance Company		\$	14,864.37
H4U1534	7/8/2017	St Paul Protective Insurance Company		\$	13,750.28
H4U3192	8/19/2017	St Paul Protective Insurance Company		\$	14,156.80
H4U3767	8/29/2017	St Paul Protective Insurance Company		\$	13,800.00
H4U6355	10/18/2017	St Paul Protective Insurance Company		\$	12,299.49
H4U8354	11/19/2017	St Paul Protective Insurance Company		\$	12,621.50
H7F0365	12/30/2017	St Paul Protective Insurance Company		\$	14,738.39
H7F0438	1/2/2018	St Paul Protective Insurance Company		\$	13,666.04

H9Q2738	4/5/2018	St Paul Protective Insurance Company	\$	13,800.00
H9Q8511	9/12/2018	St Paul Protective Insurance Company	\$	12,239.57
H9Q9167	9/21/2018	St Paul Protective Insurance Company	\$	12,000.00
H9Q9948	10/31/2018	St Paul Protective Insurance Company	\$	14,800.37
H9Q9948	10/31/2018	St Paul Protective Insurance Company	\$	13,814.68
H9W2921	8/1/2018	St Paul Protective Insurance Company	\$	14,871.27
HXX7285	3/20/2016	St Paul Protective Insurance Company	\$	12,350.97
HYQ1248	10/9/2015	Fidelity and Guaranty Insurance Underwriters Inc	\$	13,984.39
HZW2499	5/30/2016	St Paul Protective Insurance Company	\$	13,600.00
I0H2758	10/18/2022	St Paul Protective Insurance Company	\$	13,198.44
I0M1522	10/20/2022	St Paul Protective Insurance Company	\$	12,217.22
I0T0401	11/6/2022	St Paul Protective Insurance Company	\$	12,174.30
IAN0004	12/2/2018	St Paul Protective Insurance Company	\$	12,892.67
IBG0704	11/11/2018	St Paul Protective Insurance Company	\$	14,113.18
IBG3963	1/9/2019	St Paul Protective Insurance Company	\$	13,509.83
IBG3990	1/11/2019	St Paul Protective Insurance Company	\$	13,426.38
IDY5953	7/28/2019	St Paul Protective Insurance Company	\$	14,212.32
IEP0263	6/14/2019	St Paul Protective Insurance Company	\$	12,067.82
IGI0889	11/4/2019	St Paul Protective Insurance Company	\$	14,145.48
IGI2948	12/8/2019	St Paul Protective Insurance Company	\$	14,397.42
IGI7974	6/23/2020	Fidelity and Guaranty Insurance Underwriters Inc	\$	14,232.59
IGI8864	8/3/2020	St Paul Protective Insurance Company	\$	13,600.00
IGI9016	8/10/2020	St Paul Protective Insurance Company	\$	13,600.00
IGI9093	8/3/2020	St Paul Protective Insurance Company	\$	13,600.00
IGI9175	8/15/2020	St Paul Protective Insurance Company	\$	12,000.00
IGI9716	9/15/2020	St Paul Protective Insurance Company	\$	12,172.58
IHH6223	8/3/2020	St Paul Protective Insurance Company	\$	13,544.49
IIV5506	6/18/2021	St Paul Protective Insurance Company	\$	13,200.00
IIV6594	8/4/2021	Fidelity and Guaranty Insurance Underwriters Inc	\$	14,170.60
IIV8751	10/15/2021	St Paul Protective Insurance Company	\$	14,988.24
IIV9704	11/24/2021	St Paul Protective Insurance Company	\$	13,200.00
INQ3398	5/9/2022	St Paul Protective Insurance Company	\$	12,288.39
INQ4967	7/13/2022	St Paul Protective Insurance Company	\$	13,800.00
INQ5166	7/20/2022	St Paul Protective Insurance Company	\$	13,357.38

INQ5179	7/14/2022	St Paul Protective Insurance Company	\$	14,790.30
INQ5293	7/26/2022	St Paul Protective Insurance Company	\$	14,271.67
INQ5565	8/6/2022	St Paul Protective Insurance Company	\$	14,648.72
INQ7846	10/31/2022	St Paul Protective Insurance Company	\$	13,411.68
INQ7983	11/5/2022	St Paul Protective Insurance Company	\$	14,831.15
INQ7997	11/5/2022	St Paul Protective Insurance Company	\$	12,838.46
INQ8533	11/29/2022	St Paul Protective Insurance Company	\$	13,377.28
INQ8740	12/5/2022	St Paul Protective Insurance Company	\$	13,800.00
INQ8941	12/3/2022	St Paul Protective Insurance Company	\$	13,800.00
INQ8978	12/14/2022	St Paul Protective Insurance Company	\$	13,434.24
INQ9042	12/17/2022	St Paul Protective Insurance Company	\$	12,000.00
INQ9516	1/5/2023	St Paul Protective Insurance Company	\$	13,411.47
INQ9656	12/31/2022	St Paul Protective Insurance Company	\$	12,079.64
IPB4534	2/5/2022	St Paul Protective Insurance Company	\$	14,641.28
IPG1690	5/15/2022	St Paul Protective Insurance Company	\$	14,188.11
IPG5376	10/2/2022	St Paul Protective Insurance Company	\$	13,161.99
IPG6280	10/30/2022	St Paul Protective Insurance Company	\$	12,991.20
ITZ3377	1/21/2023	Fidelity and Guaranty Insurance Underwriters Inc	\$	13,727.68
IVB0338	2/11/2023	St Paul Protective Insurance Company	\$	12,733.93
IVB0815	3/3/2023	St Paul Protective Insurance Company	\$	14,237.42
IWZ7563	4/18/2022	St Paul Protective Insurance Company	\$	13,745.04
U7B6898	3/3/2022	St Paul Protective Insurance Company	\$	13,803.54
H9Q8552	9/27/2018	St Paul Protective Insurance Company	\$	48,800.00
IEN7751	1/3/2019	St Paul Protective Insurance Company	\$	48,800.00
IIV6306	7/16/2021	St Paul Protective Insurance Company	\$	48,600.00
INQ0693	1/5/2022	St Paul Protective Insurance Company	\$	48,350.79
INQ2746	4/8/2022	St Paul Protective Insurance Company	\$	47,263.99
INQ7032	10/2/2022	St Paul Protective Insurance Company	\$	48,857.47
INQ7950	11/3/2022	St Paul Protective Insurance Company	\$	47,764.91
INQ9161	12/17/2022	Fidelity and Guaranty Insurance Underwriters Inc	\$	48,180.56
IAM2144	7/6/2018	Fidelity and Guaranty Insurance Underwriters Inc	\$	248,736.31
IGI9678	9/13/2020	St Paul Protective Insurance Company	\$	248,050.00
INQ3459	5/11/2022	Fidelity and Guaranty Insurance Underwriters Inc	\$	248,800.00
INQ5091	7/13/2022	St Paul Protective Insurance Company	\$	248,800.00

MODIFICATION TO THE SETTLEMENT AGREEMENT

This modification to the Settlement Agreement (“Modification”) is entered into by and between plaintiffs Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr., on behalf of themselves and on behalf of all others similarly situated, defined in the Settlement Agreement between the Parties as Settlement Class Members (“Plaintiffs”), and Defendants, The Travelers Companies, Inc., Travelers Indemnity Company, St. Paul Protective Insurance Co., as defined below (“Defendants”), on the other (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein, subject to Court approval.

WHEREAS, the Parties wish to execute a Modification of the Settlement Agreement entered into on October 29, 2025 (“Settlement Agreement”) as provided below:

NOW, THEREFORE, the Parties, by and through undersigned attorneys of record who are duly authorized to enter into this modification on behalf of their respective clients, hereby agree as follows:

1. Paragraph 51 of the Settlement Agreement is modified as follows:

The Claims Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Claims Administrator and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

2. Paragraph 109 of the Settlement Agreement is modified as follows:

Upon recommendation of class counsel and defense counsel, the Court shall appoint as the Neutral Evaluator a neutral third party who will be the binding arbiter of any

disagreements between the Settlement Class Members and Defendants as to the amount due, if any, to Settlement Class Members that submit a valid Claim Form. All decisions of the Neutral Evaluator shall be final and binding. Neither Defendants nor the Named Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

3. Paragraph 123 of the Settlement Agreement is modified as follows:

The Parties will request that the Court retain continuing jurisdiction for the specific purpose of enforcing the Settlement.

4. The Proposed Final Approval Order, attached to the Settlement Agreement as Exhibit C shall be submitted as reflected in Exhibit A to this modification.

5. The "Class Notice or Notice", attached to the Settlement Agreement as Exhibit B shall be modified as reflected in Exhibit B to this modification.

[This Space Left Blank; Signature Page Follows]

In Witness Whereof, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED:

Dated: 12/11/25

DENITTIS OSEFCHEN PRINCE, PC

/s/James A. Barry

James A Barry
Counsel for Plaintiffs

And

Michael A. Galpern
Daniel E. Rosner
JAVERBAUM WURGAFT HICKS
KHAN WIKSTROM AND SININS, P.C.

And

James C. Shah
MILLER SHAH LLP

And

Richard J. Albuquerque
D'ARCY JOHNSON DAY

And

Marian I. Kelly
POPJOY & KELLY, LLC

And

Michael W. Glaze
HOFFMAN DIMUZIO

Dated: 12/11/25

DENTONS US LLP

/s/Steven M. Levy

Steven M. Levy
Erika Lopes-McLeman
Counsel for Defendants

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on ____, 2025. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys’ fees, and Class Representative awards. A hearing was held on the Motions on ____, 2026. For the reasons stated below, the Motions are granted.

On ____, 2025, the matter of the Court's final approval of the Agreement submitted on ____, 2025 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for

consideration. Appearing on behalf of Plaintiffs and the Settlement Class were James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030. Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Erika Lopes-McLeman, DENTONS US LLP, 101 JFK Parkway, Short Hills, NJ 07078.

WHEREAS, the Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective Insurance Co. (collectively, “Defendants,” as defined in the Agreement), have executed and filed the Agreement with the Court on ____, 2025; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on ____, 2025, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Regina Thompson, Courtney Thorson and Michael Lucci, Jr. were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing

to be held on __, 202__, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on ____, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants wrongfully failed to pay full Personal Injury Protection (“PIP”) coverage in New Jersey automobile insurance policies (the “Policies”) by reducing PIP benefits by PIP deductibles and co-payments.

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid. Excluded from the Class are: all present or former officers and/or directors of

Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants wrongfully reduced PIP benefits by amounts of PIP deductibles and co-payments) and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the New Jersey Rules of Civil procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the

Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on __ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. _____ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. “Released Parties” means Defendants, as defined in the Settlement Agreement, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

21. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers,

stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

22. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the New Jersey Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this

Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them 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 relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective

firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$_____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$_____, to be paid by Defendants.

29. The Court hereby appoints _____ to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs/Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of Enforcing this Final Judgment, the Agreement and the Settlement.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable Ana C. Viscomi

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on ____, 2025. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys’ fees, and Class Representative awards. A hearing was held on the Motions on ____, 2026. For the reasons stated below, the Motions are granted.

On ____, 2025, the matter of the Court’s final approval of the Agreement submitted on ____, 2025 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for

consideration. Appearing on behalf of Plaintiffs and the Settlement Class were James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030. Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Erika Lopes-McLeman, DENTONS US LLP, 101 JFK Parkway, Short Hills, NJ 07078.

WHEREAS, the Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective Insurance Co. (collectively, “Defendants,” as defined in the Agreement), have executed and filed the Agreement with the Court on ____, 2025; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on ____, 2025, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Regina Thompson, Courtney Thorson and Michael Lucci, Jr. were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing

to be held on __, 202__, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on ____, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants wrongfully failed to pay full Personal Injury Protection (“PIP”) coverage in New Jersey automobile insurance policies (the “Policies”) by reducing PIP benefits by PIP deductibles and co-payments.

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid. Excluded from the Class are: all present or former officers and/or directors of

Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants wrongfully reduced PIP benefits by amounts of PIP deductibles and co-payments) and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the New Jersey Rules of Civil procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the

Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on __ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. _____ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. “Released Parties” means Defendants, as defined in the Settlement Agreement, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

21. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers,

stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

22. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the New Jersey Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this

Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them 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 relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective

firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$_____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$_____, to be paid by Defendants.

29. The Court hereby appoints _____ to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs/Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of Enforcing this Final Judgment, the Agreement and the Settlement.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable Ana C. Viscomi

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

You may be a class member in a proposed class action settlement if you paid for Personal Injury Protection coverage with Travelers under a New Jersey Automobile Insurance Policy and were not paid the full limit but were paid an amount within \$3,000, inclusive, of that limit, during the time period between April 14, 2017 and April 1, 2023.

*A court authorized this Notice. This is not a solicitation from a lawyer.
This Notice relates to the case of Regina Thompson v. Travelers Indemnity Company and St Paul Protective Insurance Co., now pending in the New Jersey Superior Court for Middlesex County*

**PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.**

- A settlement has been reached in the above lawsuit and a related lawsuit, no longer pending, brought by Courtney Thorson and Michael J. Lucci, Jr., against The Travelers Companies and St. Paul Protective Insurance Co. Plaintiffs alleged generally that Defendants wrongfully failed to pay the proper amount of Personal Injury Protection (“PIP”) coverage to their New Jersey insureds by reducing PIP coverage limits for PIP deductibles and co-payments.
- For every Class Member who does not opt out of the Settlement, the Settlement provides that they will automatically receive a check for \$70. Additionally, any Class member who does not opt out of the Settlement and submits a valid claim will potentially receive 80% of the difference between the amount of their PIP limit and the amount of PIP benefits they were paid by Travelers less the \$70 referred to above.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

YOUR LEGAL RIGHTS AND OPTIONS

<p>SUBMIT A CLAIM FORM</p>	<p>You can submit a Claim Form.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO POTENTIALLY RECEIVE A PAYMENT OF 80% OF THE DIFFERENCE BETWEEN YOUR PIP POLICY LIMIT AND THE AMOUNT OF PIP BENEFITS YOU WERE PAID, LESS \$70.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>EXCLUDE YOURSELF</p>	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue the Defendants.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>OBJECT</p>	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>DO NOTHING</p>	<p>You will automatically receive a check for \$70 which must be cashed within 120 days, and you give up your right to sue Defendants about the claims in the case. If you do not cash the check within 120 days you will receive no money in the settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>

These rights and options --- **and the deadlines to exercise them** --- are explained in this Notice.

Keep Reading

FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.aaaaaaaaaaaa.com
DO NOT CONTACT THE COURT

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a Class Action alleging that Travelers wrongfully reduced PIP coverage limits by amounts of PIP deductibles and co-payments.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights.

2. How Do I Know if I am a Member of the Class?

You may be a member of the class action (a “Settlement Class Member”) against Defendants if you were paid PIP benefits by Travelers under a New Jersey automobile insurance policy where the final payment was made between April 14, 2017 and April 1, 2023, and you were paid within \$3,000 of your PIP policy limit but less than the full PIP policy limit (the date range is referred to as the “Class Period”).

The Class is defined as: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

You received this Notice because Defendants’ records indicate you may be a member of the Class.

3. What is this lawsuit about?

Plaintiff alleged generally that Defendants, which also includes all their parents, subsidiaries, predecessors, successors and assigns, and all related entities breached their contracts (insurance policies) and violated other New Jersey laws by failing to pay full PIP policy limits, based on reductions for PIP deductibles and/or co-payments during the Class Period. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed Settlement?

A class action is a lawsuit in which one or more individuals (called “Class Representatives”) bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class”

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

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.

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

5. What does the Settlement provide?

As a part of the settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- All Settlement Class Members will automatically receive \$70.
- Settlement Class Members will also be able to submit a Claim Form. For any valid Claim Form submitted, Defendants will undertake a review of your PIP claim file and any additional information you provide to determine if the policy limits were reduced by applying co-pays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you. This claims process is not designed to dispute medial decisions/determinations in the course of your care. If it is determined that a reduction to PIP policy limits was made, then those Class Members will receive 80% of reduction of the PIP policy limit for PIP deductibles or co-pays, less the \$70 referred to above. **Depending on the facts of your specific claim, however, you may receive an amount less than you believe you are entitled to, or nothing further.** If you elect this option to submit a claim you may, upon request, be required to provide supporting documentation as to your claim. If you disagree with Defendant’s initial determination on your claim you will have the opportunity to file an appeal with a Neutral Evaluator. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect to submit a claim under this option. The Neutral Evaluator’s decision will be final and non-appealable. There is no cost to file an appeal, however, if your appeal is unsuccessful you will be responsible for payment of \$70 towards the Neutral Evaluator’s fee. There is no cost if your appeal is successful. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement.

In exchange, the Plaintiffs and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional PIP benefits, or any other of the claims against Travelers defined as “Released Claims” in the Settlement Agreement. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

Defendants will separately pay for the costs of notifying Class Members and administering the Settlement, any service awards to the Settlement Class Representative, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses.

More details about the Settlement are in the Settlement Agreement and other documents available at www.XXXXXXXXXX.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement beyond the automatic \$70, you MUST submit a Claim Form. How much you get will depend on the information you provide with your Claim Form and in Travelers' files.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit www.XXXXXXXXXX.com, click "Submit a Claim Form" at the top of the homepage, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one by U.S. Mail from the Settlement Administrator. Hard copy Claim Forms can be mailed to:

Thompson, Thorson and Lucci v. Travelers
c/o Administrator

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than [30 days after the Final Settlement Approval Hearing].

8. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is valid, Travelers will then review its records to decide how much it believes should be paid on the claim under the above formula, if anything, and that decision will be subject to the neutral evaluation rights described above.

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. The automatic payment of \$70 will be made within 30 days of the Settlement becoming effective. Any payment due to Class Members who submit a valid claim form will be made within 75 days of the Settlement becoming effective, or within 45 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Updates will be provided on the Settlement Website, www.XXXXXXXXXX.com.

10. What am I giving up to get payment and stay in the Settlement?

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

If you remain in the Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims in further detail and is available at www.XXXXXXXXXX.com. You will also be bound by any decisions by the Court relating to the Settlement.

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **[30 days prior to Final Settlement Hearing]** as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a Settlement Payment, or any other 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 Defendants 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:

Thompson, Thorson and Lucci v. Travelers
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before **[30 days prior to Final Settlement Hearing]**.

Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: “I request exclusion from the Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a 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 CLASS BY THE POSTMARK DEADLINE OF [30 days prior to final approval hearing], YOU WILL REMAIN PART OF THE 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. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees and costs of no more than \$275,000 to compensate them for their services in this litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid by Defendants.

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek Class Representative awards to the three Named Plaintiffs in the amount of \$2,500 each, subject to court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees and Class Representative fees is filed, it will be posted at www.XXXXXXXXXX.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Class pursuant to the procedures described in Section 11 above, you can object to the Settlement no later than _____ [30 days before Final Approval Hearing date], filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

objection or intervention request; (c) a statement whether the objector or intervenor intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court for the New Mexico District Court of Bernalillo County, Second Judicial District

Class Counsel Contact Information

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
DENTONS US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606

14. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the Settlement. You can only object if you intend to stay in the Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on Month Day, _____ at XX:XX x.m at the New Jersey Superior Court for the County of Middlesex at 56 Paterson Street, New Brunswick, NJ 08901.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

The hearing may be moved to a different date or time without additional notice to you. You can check the Settlement website, www.XXXXXXXXXX.com, call 1-800-, or email the Settlement Administrator at _____ to confirm the date of the hearing.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it—you do not have to come to the hearing. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court’s discretion. You cannot speak at the Final Approval Hearing only if you exclude yourself from the Settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How do I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website: www.XXXXXXXXXX.com. You also may also contact the Settlement Administrator by email at info@xxxxxx.com or by phone toll-free at 1-xxx-xxx-xxxx.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS

18. What Claim(s) Against Defendants Are Class Members Releasing?

As a part of the Settlement, Class Members agree to release Defendants, as defined above, and the Released Parties, and not to sue Defendants and the Released Parties for any of the Released Claims. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence,

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

Dated: Month, Date, Year

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

You may be a class member in a proposed class action settlement if you paid for Personal Injury Protection coverage with Travelers under a New Jersey Automobile Insurance Policy and were not paid the full limit but were paid an amount within \$3,000, inclusive, of that limit, during the time period between April 14, 2017 and April 1, 2023.

*A court authorized this Notice. This is not a solicitation from a lawyer.
This Notice relates to the case of Regina Thompson v. Travelers Indemnity Company and St Paul Protective Insurance Co., now pending in the New Jersey Superior Court for Middlesex County*

**PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.**

- A settlement has been reached in the above lawsuit and a related lawsuit, no longer pending, brought by Courtney Thorson and Michael J. Lucci, Jr., against The Travelers Companies and St. Paul Protective Insurance Co. Plaintiffs alleged generally that Defendants wrongfully failed to pay the proper amount of Personal Injury Protection (“PIP”) coverage to their New Jersey insureds by reducing PIP coverage limits for PIP deductibles and co-payments.
- For every Class Member who does not opt out of the Settlement, the Settlement provides that they will automatically receive a check for \$70. Additionally, any Class member who does not opt out of the Settlement and submits a valid claim will potentially receive 80% of the difference between the amount of their PIP limit and the amount of PIP benefits they were paid by Travelers less the \$70 referred to above.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.aaaaaaaaaaaa.com
DO NOT CONTACT THE COURT**

YOUR LEGAL RIGHTS AND OPTIONS

<p>SUBMIT A CLAIM FORM</p>	<p>You can submit a Claim Form.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO POTENTIALLY RECEIVE A PAYMENT OF 80% OF THE DIFFERENCE BETWEEN YOUR PIP POLICY LIMIT AND THE AMOUNT OF PIP BENEFITS YOU WERE PAID, LESS \$70.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>EXCLUDE YOURSELF</p>	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue the Defendants.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>OBJECT</p>	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>DO NOTHING</p>	<p>You will automatically receive a check for \$70 which must be cashed within 120 days, and you give up your right to sue Defendants about the claims in the case. If you do not cash the check within 120 days you will receive no money in the settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>

These rights and options --- **and the deadlines to exercise them** --- are explained in this Notice.

Keep Reading

FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.aaaaaaaaaaaa.com
DO NOT CONTACT THE COURT

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a Class Action alleging that Travelers wrongfully reduced PIP coverage limits by amounts of PIP deductibles and co-payments.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights.

2. How Do I Know if I am a Member of the Class?

You may be a member of the class action (a “Settlement Class Member”) against Defendants if you were paid PIP benefits by Travelers under a New Jersey automobile insurance policy where the final payment was made between April 14, 2017 and April 1, 2023, and you were paid within \$3,000 of your PIP policy limit but less than the full PIP policy limit (the date range is referred to as the “Class Period”).

The Class is defined as: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

You received this Notice because Defendants’ records indicate you may be a member of the Class.

3. What is this lawsuit about?

Plaintiff alleged generally that Defendants, which also includes all their parents, subsidiaries, predecessors, successors and assigns, and all related entities breached their contracts (insurance policies) and violated other New Jersey laws by failing to pay full PIP policy limits, based on reductions for PIP deductibles and/or co-payments during the Class Period. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed Settlement?

A class action is a lawsuit in which one or more individuals (called “Class Representatives”) bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class”

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

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.

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

5. What does the Settlement provide?

As a part of the settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- All Settlement Class Members will automatically receive \$70.
- Settlement Class Members will also be able to submit a Claim Form. For any valid Claim Form submitted, Defendants will undertake a review of your PIP claim file and any additional information you provide to determine if the policy limits were reduced by applying co-pays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you. This claims process is not designed to dispute medial decisions/determinations in the course of your care. If it is determined that a reduction to PIP policy limits was made, then those Class Members will receive 80% of reduction of the PIP policy limit for PIP deductibles or co-pays, less the \$70 referred to above. **Depending on the facts of your specific claim, however, you may receive an amount less than you believe you are entitled to, or nothing further.** If you elect this option to submit a claim you may, upon request, be required to provide supporting documentation as to your claim. If you disagree with Defendant’s initial determination on your claim you will have the opportunity to file an appeal with a Neutral Evaluator. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect to submit a claim under this option. The Neutral Evaluator’s decision will be final and non-appealable. There is no cost to file an appeal, however, if your appeal is unsuccessful you will be responsible for payment of \$70 towards the Neutral Evaluator’s fee. There is no cost if your appeal is successful. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement.

In exchange, the Plaintiffs and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional PIP benefits, or any other of the claims against Travelers defined as “Released Claims” in the Settlement Agreement. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

Defendants will separately pay for the costs of notifying Class Members and administering the Settlement, any service awards to the Settlement Class Representative, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses.

More details about the Settlement are in the Settlement Agreement and other documents available at www.XXXXXXXXXX.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement beyond the automatic \$70, you MUST submit a Claim Form. How much you get will depend on the information you provide with your Claim Form and in Travelers' files.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit www.XXXXXXXXXX.com, click "Submit a Claim Form" at the top of the homepage, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one by U.S. Mail from the Settlement Administrator. Hard copy Claim Forms can be mailed to:

Thompson, Thorson and Lucci v. Travelers
c/o Administrator

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than [30 days after the Final Settlement Approval Hearing].

8. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is valid, Travelers will then review its records to decide how much it believes should be paid on the claim under the above formula, if anything, and that decision will be subject to the neutral evaluation rights described above.

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. The automatic payment of \$70 will be made within 30 days of the Settlement becoming effective. Any payment due to Class Members who submit a valid claim form will be made within 75 days of the Settlement becoming effective, or within 45 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Updates will be provided on the Settlement Website, www.XXXXXXXXXX.com.

10. What am I giving up to get payment and stay in the Settlement?

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

If you remain in the Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims in further detail and is available at www.XXXXXXXXXX.com. You will also be bound by any decisions by the Court relating to the Settlement.

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **[30 days prior to Final Settlement Hearing]** as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a Settlement Payment, or any other 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 Defendants 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:

Thompson, Thorson and Lucci v. Travelers
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before **[30 days prior to Final Settlement Hearing]**.

Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: “I request exclusion from the Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a 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 CLASS BY THE POSTMARK DEADLINE OF [30 days prior to final approval hearing], YOU WILL REMAIN PART OF THE 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. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees and costs of no more than \$275,000 to compensate them for their services in this litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid by Defendants.

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek Class Representative awards to the three Named Plaintiffs in the amount of \$2,500 each, subject to court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees and Class Representative fees is filed, it will be posted at www.XXXXXXXXXX.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Class pursuant to the procedures described in Section 11 above, you can object to the Settlement no later than _____ [30 days before Final Approval Hearing date], filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

objection or intervention request; (c) a statement whether the objector or intervenor intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court for the New Mexico District Court of Bernalillo County, Second Judicial District

Class Counsel Contact Information

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
DENTONS US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606

14. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the Settlement. You can only object if you intend to stay in the Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on Month Day, _____ at XX:XX x.m at the New Jersey Superior Court for the County of Middlesex at 56 Paterson Street, New Brunswick, NJ 08901.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

The hearing may be moved to a different date or time without additional notice to you. You can check the Settlement website, www.XXXXXXXXXX.com, call 1-800-, or email the Settlement Administrator at _____ to confirm the date of the hearing.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it—you do not have to come to the hearing. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court’s discretion. You cannot speak at the Final Approval Hearing only if you exclude yourself from the Settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How do I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website: www.XXXXXXXXXX.com. You also may also contact the Settlement Administrator by email at info@xxxxxx.com or by phone toll-free at 1-xxx-xxx-xxxx.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS

18. What Claim(s) Against Defendants Are Class Members Releasing?

As a part of the Settlement, Class Members agree to release Defendants, as defined above, and the Released Parties, and not to sue Defendants and the Released Parties for any of the Released Claims. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence,

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

Dated: Month, Date, Year

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

MODIFICATION TO THE SETTLEMENT AGREEMENT

This modification to the Settlement Agreement (“Modification”) is entered into by and between plaintiffs Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr., on behalf of themselves and on behalf of all others similarly situated, defined in the Settlement Agreement between the Parties as Settlement Class Members (“Plaintiffs”), and Defendants, The Travelers Companies, Inc., Travelers Indemnity Company, St. Paul Protective Insurance Co., as defined below (“Defendants”), on the other (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein, subject to Court approval.

WHEREAS, the Parties wish to execute a Modification of the Settlement Agreement entered into on October 29, 2025 (“Settlement Agreement”) as provided below:

NOW, THEREFORE, the Parties, by and through undersigned attorneys of record who are duly authorized to enter into this modification on behalf of their respective clients, hereby agree as follows:

1. Paragraph 51 of the Settlement Agreement is modified as follows:

The Claims Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Claims Administrator and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

2. Paragraph 109 of the Settlement Agreement is modified as follows:

Upon recommendation of class counsel and defense counsel, the Court shall appoint as the Neutral Evaluator a neutral third party who will be the binding arbiter of any

disagreements between the Settlement Class Members and Defendants as to the amount due, if any, to Settlement Class Members that submit a valid Claim Form. All decisions of the Neutral Evaluator shall be final and binding. Neither Defendants nor the Named Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

3. Paragraph 123 of the Settlement Agreement is modified as follows:

The Parties will request that the Court retain continuing jurisdiction for the specific purpose of enforcing the Settlement.

4. The Proposed Final Approval Order, attached to the Settlement Agreement as Exhibit C shall be submitted as reflected in Exhibit A to this modification.

5. The "Class Notice or Notice", attached to the Settlement Agreement as Exhibit B shall be modified as reflected in Exhibit B to this modification.

[This Space Left Blank; Signature Page Follows]

In Witness Whereof, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED:

Dated: 12/11/25

DENITTIS OSEFCHEN PRINCE, PC

/s/James A. Barry

James A Barry
Counsel for Plaintiffs

And

Michael A. Galpern
Daniel E. Rosner
JAVERBAUM WURGAFT HICKS
KHAN WIKSTROM AND SININS, P.C.

And

James C. Shah
MILLER SHAH LLP

And

Richard J. Albuquerque
D'ARCY JOHNSON DAY

And

Marian I. Kelly
POPJOY & KELLY, LLC

And

Michael W. Glaze
HOFFMAN DIMUZIO

Dated: 12/11/25

DENTONS US LLP

/s/Steven M. Levy

Steven M. Levy
Erika Lopes-McLeman
Counsel for Defendants

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

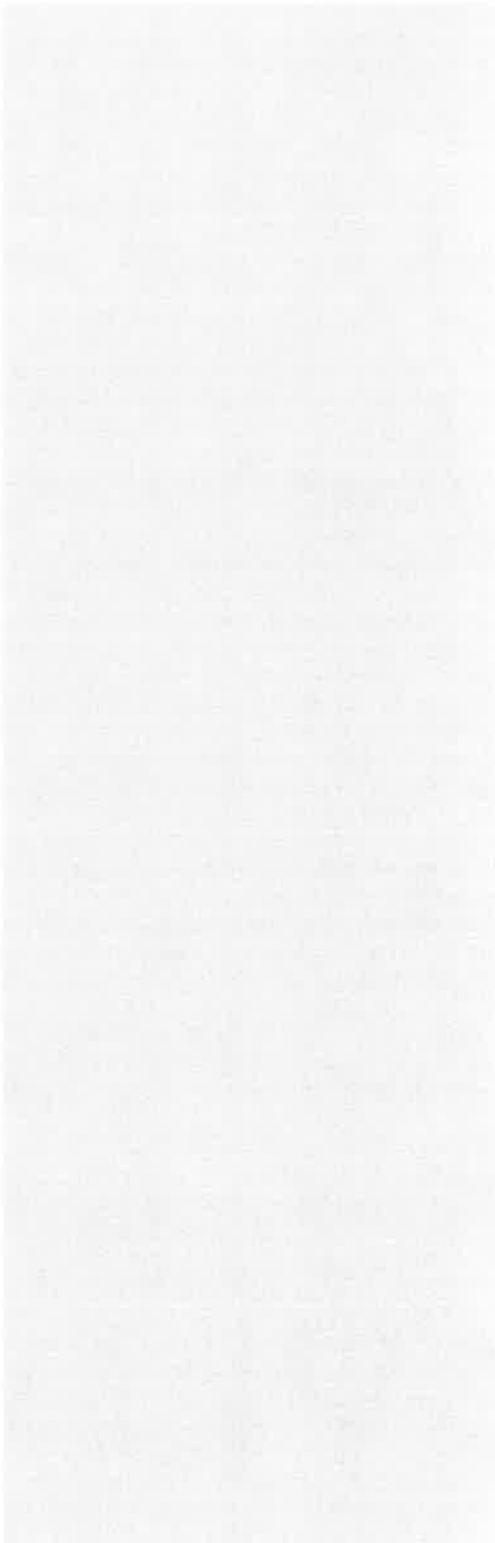
DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on ____, 2025. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys’ fees, and Class Representative awards. A hearing was held on the Motions on ____, 2026. For the reasons stated below, the Motions are granted.

On ____, 2025, the matter of the Court’s final approval of the Agreement submitted on ____, 2025 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for



consideration. Appearing on behalf of Plaintiffs and the Settlement Class were James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030. Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Erika Lopes-McLeman, DENTONS US LLP, 101 JFK Parkway, Short Hills, NJ 07078.

WHEREAS, the Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective Insurance Co. (collectively, "Defendants," as defined in the Agreement), have executed and filed the Agreement with the Court on ___, 2025; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on ___, 2025, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members ("Preliminary Approval Order"), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Regina Thompson, Courtney Thorson and Michael Lucci, Jr. were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement ("Notice Plan") be implemented, and scheduled a hearing

to be held on __, 202__, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on __, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants wrongfully failed to pay full Personal Injury Protection (“PIP”) coverage in New Jersey automobile insurance policies (the “Policies”) by reducing PIP benefits by PIP deductibles and co-payments.
2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid. Excluded from the Class are: all present or former officers and/or directors of

Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants wrongfully reduced PIP benefits by amounts of PIP deductibles and co-payments) and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the New Jersey Rules of Civil procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the

Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on __ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. _____ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. "Released Claims" means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. "Released Parties" means Defendants, as defined in the Settlement Agreement, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

21. "Releasing Parties" means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers,

stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

22. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the New Jersey Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants' obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants' counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this

Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them 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 relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective

firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$ _____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$ _____, to be paid by Defendants.

29. The Court hereby appoints _____ to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs/Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

~~32.~~ Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

~~A.32.~~ Enforcing this Final Judgment, the Agreement and the Settlement.

Formatted: Heading 1, Indent: Left: 0"

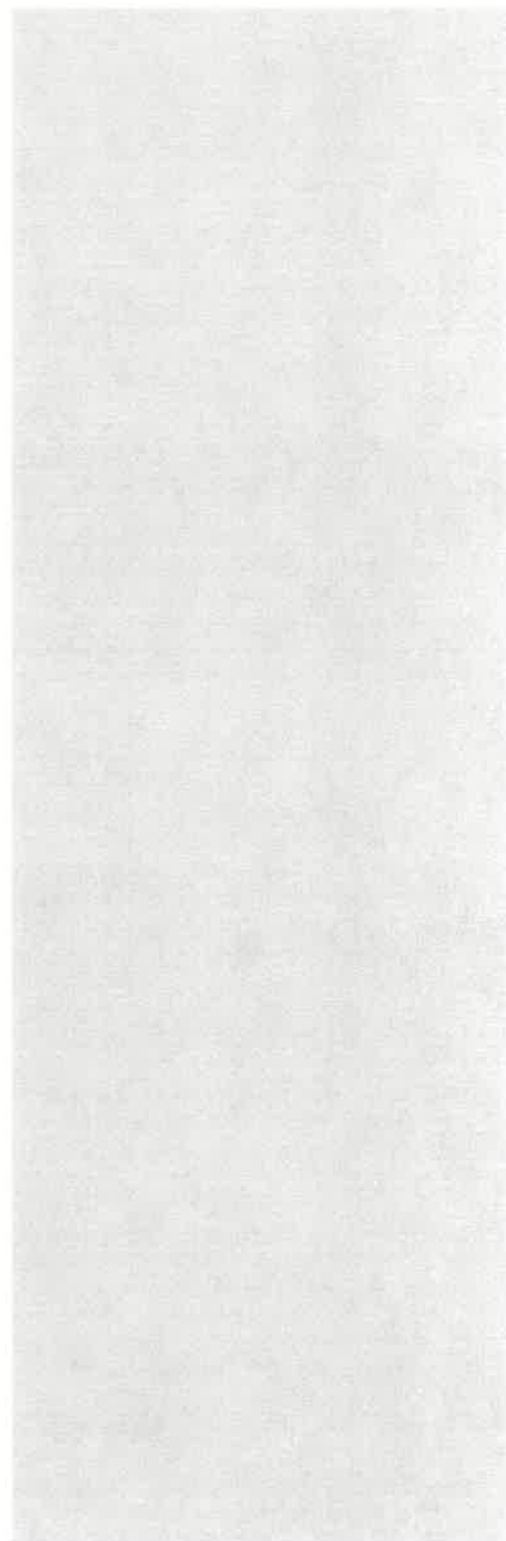
~~B. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and~~

~~C. Any other matters related or ancillary to any of the foregoing.~~

IT IS SO ORDERED.

DATED: _____, 2026

Honorable Ana C. Viscomi



REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY,
ST. PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on ____, 2025. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys’ fees, and Class Representative awards. A hearing was held on the Motions on ____, 2026. For the reasons stated below, the Motions are granted.

On ____, 2025, the matter of the Court’s final approval of the Agreement submitted on ____, 2025 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for

consideration. Appearing on behalf of Plaintiffs and the Settlement Class were James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030. Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Erika Lopes-McLeman, DENTONS US LLP, 101 JFK Parkway, Short Hills, NJ 07078.

WHEREAS, the Class Representatives, Regina Thompson, Courtney Thorson and Michael Lucci, Jr., on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Companies, Travelers Indemnity Co. and St. Paul Protective Insurance Co. (collectively, “Defendants,” as defined in the Agreement), have executed and filed the Agreement with the Court on ____, 2025; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on ____, 2025, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Regina Thompson, Courtney Thorson and Michael Lucci, Jr. were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing

to be held on __, 202__, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on ____, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants wrongfully failed to pay full Personal Injury Protection (“PIP”) coverage in New Jersey automobile insurance policies (the “Policies”) by reducing PIP benefits by PIP deductibles and co-payments.

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid. Excluded from the Class are: all present or former officers and/or directors of

Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants wrongfully reduced PIP benefits by amounts of PIP deductibles and co-payments) and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the New Jersey Rules of Civil procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the

Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on __ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. _____ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

20. “Released Parties” means Defendants, as defined in the Settlement Agreement, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

21. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers,

stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

22. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the New Jersey Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this

Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them 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 relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective

firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$_____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$_____, to be paid by Defendants.

29. The Court hereby appoints _____ to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs/Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of Enforcing this Final Judgment, the Agreement and the Settlement.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable Ana C. Viscomi

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

You may be a class member in a proposed class action settlement if you paid for Personal Injury Protection coverage with Travelers under a New Jersey Automobile Insurance Policy and were not paid the full limit but were paid an amount within \$3,000, inclusive, of that limit, during the time period between April 14, 2017 and April 1, 2023.

*A court authorized this Notice. This is not a solicitation from a lawyer.
This Notice relates to the case of Regina Thompson v. Travelers Indemnity Company and St Paul Protective Insurance Co., now pending in the New Jersey Superior Court for Middlesex County*

**PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.**

- A settlement has been reached in the above lawsuit and a related lawsuit, no longer pending, brought by Courtney Thorson and Michael J. Lucci, Jr., against The Travelers Companies and St. Paul Protective Insurance Co. Plaintiffs alleged generally that Defendants wrongfully failed to pay the proper amount of Personal Injury Protection (“PIP”) coverage to their New Jersey insureds by reducing PIP coverage limits for PIP deductibles and co-payments.
- For every Class Member who does not opt out of the Settlement, the Settlement provides that they will automatically receive a check for \$70. Additionally, any Class member who does not opt out of the Settlement and submits a valid claim will potentially receive 80% of the difference between the amount of their PIP limit and the amount of PIP benefits they were paid by Travelers less the \$70 referred to above.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

Keep Reading

Formatted: Font: Not Bold

Formatted: Left, Space After: 8 pt, Line spacing: Multiple 1.08 li

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.#####.com
DO NOT CONTACT THE COURT**

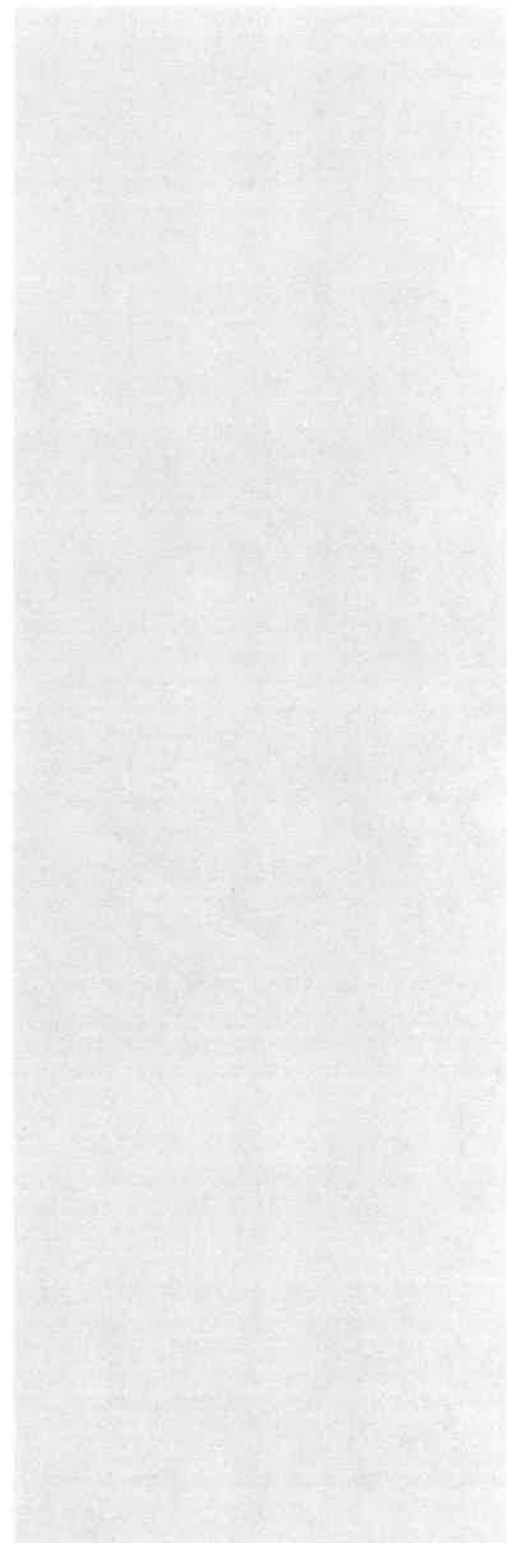
YOUR LEGAL RIGHTS AND OPTIONS

<p>SUBMIT A CLAIM FORM</p>	<p>You can submit a Claim Form.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO POTENTIALLY RECEIVE A PAYMENT OF 80% OF THE DIFFERENCE BETWEEN YOUR PIP POLICY LIMIT AND THE AMOUNT OF PIP BENEFITS YOU WERE PAID, LESS \$70.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<p><u>[Deadline]</u></p>
<p>EXCLUDE YOURSELF</p>	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue the Defendants.</p>	<p><u>[Deadline]</u></p>
<p>OBJECT</p>	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<p><u>[Deadline]</u></p>
<p>DO NOTHING</p>	<p>You will automatically receive a check for \$70 which must be cashed within 120 days, and you give up your right to sue Defendants about the claims in the case. If you do not cash the check within 120 days you will receive no money in the settlement.</p>	<p><u>[Deadline]</u></p>

These rights and options --- and the deadlines to exercise them --- are explained in this Notice.

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
 VISIT www.abcdefghijklmnopqrstuvwxyz.com
DO NOT CONTACT THE COURT**



BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a Class Action alleging that Travelers wrongfully reduced PIP coverage limits by amounts of PIP deductibles and co-payments.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights.

2. How Do I Know if I am a Member of the Class?

You may be a member of the class action (a "Settlement Class Member") against Defendants if you were paid PIP benefits by Travelers under a New Jersey automobile insurance policy where the final payment was made between April 14, 2017 and April 1, 2023, and you were paid within \$3,000 of your PIP policy limit but less than the full PIP policy limit (the date range is referred to as the "Class Period").

The Class is defined as: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants' computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants' computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

You received this Notice because Defendants' records indicate you may be a member of the Class.

3. What is this lawsuit about?

Plaintiff alleged generally that Defendants, which also includes all their parents, subsidiaries, predecessors, successors and assigns, and all related entities breached their contracts (insurance policies) and violated other New Jersey laws by failing to pay full PIP policy limits, based on reductions for PIP deductibles and/or co-payments during the Class Period. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed Settlement?

A class action is a lawsuit in which one or more individuals (called "Class Representatives") bring claims on behalf of other persons or entities. These persons or entities are referred to as a "Class"

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

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.

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

5. What does the Settlement provide?

As a part of the settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- All Settlement Class Members will automatically receive \$70.
- Settlement Class Members will also be able to submit a Claim Form. For any valid Claim Form submitted, Defendants will undertake a review of your PIP claim file and any additional information you provide to determine if the policy limits were reduced by applying co-pays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you. This claims process is not designed to dispute medial decisions/determinations in the course of your care. If it is determined that a reduction to PIP policy limits was made, then those Class Members will receive 80% of reduction of the PIP policy limit for PIP deductibles or co-pays, less the \$70 referred to above. **Depending on the facts of your specific claim, however, you may receive an amount less than you believe you are entitled to, or nothing further.** If you elect this option to submit a claim you may, upon request, be required to provide supporting documentation as to your claim. If you disagree with Defendant's initial determination on your claim you will have the opportunity to file an appeal with a Neutral Evaluator. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect to submit a claim under this option. The Neutral Evaluator's decision will be final and non-appealable. There is no cost to file an appeal, however, if your appeal is unsuccessful you will be responsible for payment of \$70 towards the Neutral Evaluator's fee. There is no cost if your appeal is successful. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement.

In exchange, the Plaintiffs and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional PIP benefits, or any other of the claims against Travelers defined as "Released Claims" in the Settlement Agreement. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxx.com
DO NOT CONTACT THE COURT**

Defendants will separately pay for the costs of notifying Class Members and administering the Settlement, any service awards to the Settlement Class Representative, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses.

More details about the Settlement are in the Settlement Agreement and other documents available at www.XXXXXXXXXX.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement beyond the automatic \$70, you **MUST** submit a Claim Form. How much you get will depend on the information you provide with your Claim Form and in Travelers' files.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit www.XXXXXXXXXX.com, click "Submit a Claim Form" at the top of the homepage, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one by U.S. Mail from the Settlement Administrator. Hard copy Claim Forms can be mailed to:

Thompson, Thorson and Lucci v. Travelers
c/o Administrator

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than [30 days after the Final Settlement Approval Hearing].

8. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is valid, Travelers will then review its records to decide how much it believes should be paid on the claim under the above formula, if anything, and that decision will be subject to the neutral evaluation rights described above.

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. The automatic payment of \$70 will be made within 30 days of the Settlement becoming effective. Any payment due to Class Members who submit a valid claim form will be made within 75 days of the Settlement becoming effective, or within 45 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Updates will be provided on the Settlement Website, www.XXXXXXXXXX.com.

10. What am I giving up to get payment and stay in the Settlement?

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.XXXXXXXXXX.com
DO NOT CONTACT THE COURT**

If you remain in the Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims in further detail and is available at www.XXXXXXXXXX.com. You will also be bound by any decisions by the Court relating to the Settlement.

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **[30 days prior to Final Settlement Hearing]** as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a Settlement Payment, or any other 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 Defendants 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:

Thompson, Thorson and Lucci v. Travelers
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before **[30 days prior to Final Settlement Hearing]**.

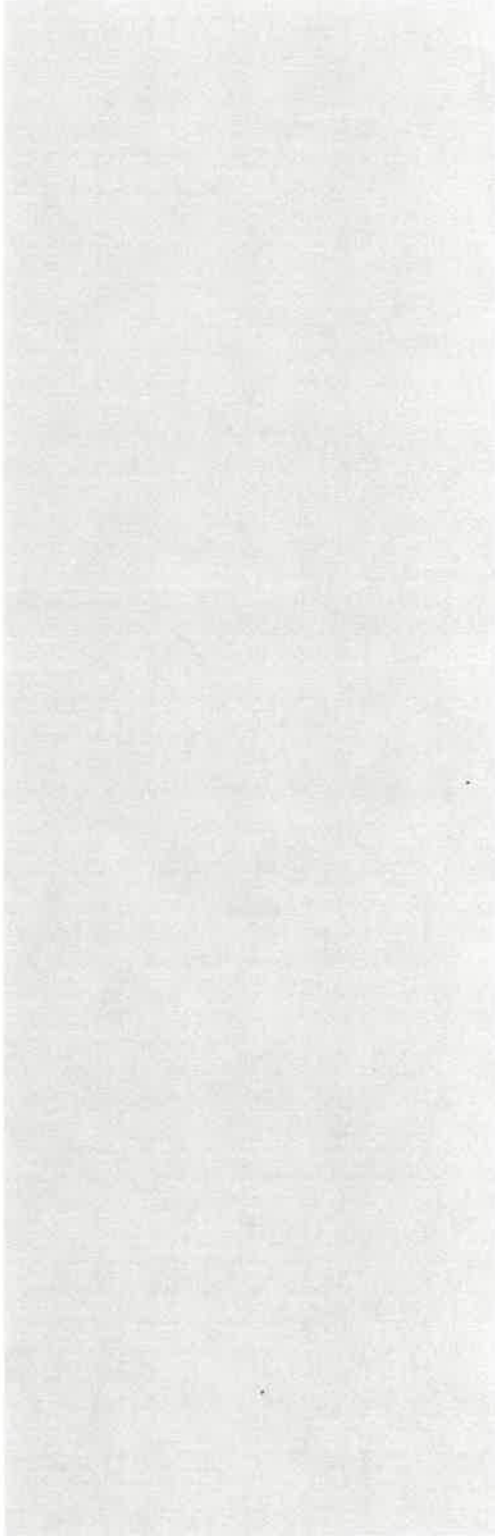
Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: “I request exclusion from the Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a 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 CLASS BY THE POSTMARK DEADLINE OF [30 days prior to final approval hearing], YOU WILL REMAIN PART OF THE 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. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.XXXXXXXXXX.com
DO NOT CONTACT THE COURT**



12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees and costs of no more than \$275,000 to compensate them for their services in this litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid by Defendants.

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek Class Representative awards to the three Named Plaintiffs in the amount of \$2,500 each, subject to court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees and Class Representative fees is filed, it will be posted at www.XXXXXXXXXX.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Class pursuant to the procedures described in Section 11 above, you can object to the Settlement no later than _____ [30 days before Final Approval Hearing date], filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.XXXXXXXXXX.com
DO NOT CONTACT THE COURT**

objection or intervention request; (c) a statement whether the objector or intervenor intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court for the New Mexico District Court of Bernalillo County, Second Judicial District

Class Counsel Contact Information

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
DENTONS US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606

14. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the Settlement. You can only object if you intend to stay in the Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on Month Day, _____ at XX:XX x.m at the New Jersey Superior Court for the County of Middlesex at 56 Paterson Street, New Brunswick, NJ 08901.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

The hearing may be moved to a different date or time without additional notice to you. You can check the Settlement website, www.XXXXXXXXXX.com, call 1-800-, or email the Settlement Administrator at _____ to confirm the date of the hearing.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it—you do not have to come to the hearing. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court's discretion. You cannot speak at the Final Approval Hearing only if you exclude yourself from the Settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How do I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website: www.XXXXXXXXXX.com. You also may also contact the Settlement Administrator by email at info@xxxxxxx.com or by phone toll-free at 1-xxx-xxx-xxxx.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS

18. What Claim(s) Against Defendants Are Class Members Releasing?

As a part of the Settlement, Class Members agree to release Defendants, as defined above, and the Released Parties, and not to sue Defendants and the Released Parties for any of the Released Claims. "Released Claims" means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence,

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

Dated: Month, Date, Year

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

You may be a class member in a proposed class action settlement if you paid for Personal Injury Protection coverage with Travelers under a New Jersey Automobile Insurance Policy and were not paid the full limit but were paid an amount within \$3,000, inclusive, of that limit, during the time period between April 14, 2017 and April 1, 2023.

*A court authorized this Notice. This is not a solicitation from a lawyer.
This Notice relates to the case of Regina Thompson v. Travelers Indemnity Company and St Paul Protective Insurance Co., now pending in the New Jersey Superior Court for Middlesex County*

**PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.**

- A settlement has been reached in the above lawsuit and a related lawsuit, no longer pending, brought by Courtney Thorson and Michael J. Lucci, Jr., against The Travelers Companies and St. Paul Protective Insurance Co. Plaintiffs alleged generally that Defendants wrongfully failed to pay the proper amount of Personal Injury Protection (“PIP”) coverage to their New Jersey insureds by reducing PIP coverage limits for PIP deductibles and co-payments.
- For every Class Member who does not opt out of the Settlement, the Settlement provides that they will automatically receive a check for \$70. Additionally, any Class member who does not opt out of the Settlement and submits a valid claim will potentially receive 80% of the difference between the amount of their PIP limit and the amount of PIP benefits they were paid by Travelers less the \$70 referred to above.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.aaaaaaaaaaaa.com
DO NOT CONTACT THE COURT**

YOUR LEGAL RIGHTS AND OPTIONS

<p>SUBMIT A CLAIM FORM</p>	<p>You can submit a Claim Form.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO POTENTIALLY RECEIVE A PAYMENT OF 80% OF THE DIFFERENCE BETWEEN YOUR PIP POLICY LIMIT AND THE AMOUNT OF PIP BENEFITS YOU WERE PAID, LESS \$70.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>EXCLUDE YOURSELF</p>	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue the Defendants.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>OBJECT</p>	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>DO NOTHING</p>	<p>You will automatically receive a check for \$70 which must be cashed within 120 days, and you give up your right to sue Defendants about the claims in the case. If you do not cash the check within 120 days you will receive no money in the settlement.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>

These rights and options --- **and the deadlines to exercise them** --- are explained in this Notice.

Keep Reading

FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.aaaaaaaaaaaa.com
DO NOT CONTACT THE COURT

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a Class Action alleging that Travelers wrongfully reduced PIP coverage limits by amounts of PIP deductibles and co-payments.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights.

2. How Do I Know if I am a Member of the Class?

You may be a member of the class action (a “Settlement Class Member”) against Defendants if you were paid PIP benefits by Travelers under a New Jersey automobile insurance policy where the final payment was made between April 14, 2017 and April 1, 2023, and you were paid within \$3,000 of your PIP policy limit but less than the full PIP policy limit (the date range is referred to as the “Class Period”).

The Class is defined as: all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

You received this Notice because Defendants’ records indicate you may be a member of the Class.

3. What is this lawsuit about?

Plaintiff alleged generally that Defendants, which also includes all their parents, subsidiaries, predecessors, successors and assigns, and all related entities breached their contracts (insurance policies) and violated other New Jersey laws by failing to pay full PIP policy limits, based on reductions for PIP deductibles and/or co-payments during the Class Period. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed Settlement?

A class action is a lawsuit in which one or more individuals (called “Class Representatives”) bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class”

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

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.

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

5. What does the Settlement provide?

As a part of the settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- All Settlement Class Members will automatically receive \$70.
- Settlement Class Members will also be able to submit a Claim Form. For any valid Claim Form submitted, Defendants will undertake a review of your PIP claim file and any additional information you provide to determine if the policy limits were reduced by applying co-pays and deductibles to reduce the PIP limits available under the policy. If there was no such reduction, no amounts will be paid to you. This claims process is not designed to dispute medial decisions/determinations in the course of your care. If it is determined that a reduction to PIP policy limits was made, then those Class Members will receive 80% of reduction of the PIP policy limit for PIP deductibles or co-pays, less the \$70 referred to above. **Depending on the facts of your specific claim, however, you may receive an amount less than you believe you are entitled to, or nothing further.** If you elect this option to submit a claim you may, upon request, be required to provide supporting documentation as to your claim. If you disagree with Defendant’s initial determination on your claim you will have the opportunity to file an appeal with a Neutral Evaluator. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect to submit a claim under this option. The Neutral Evaluator’s decision will be final and non-appealable. There is no cost to file an appeal, however, if your appeal is unsuccessful you will be responsible for payment of \$70 towards the Neutral Evaluator’s fee. There is no cost if your appeal is successful. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement.

In exchange, the Plaintiffs and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional PIP benefits, or any other of the claims against Travelers defined as “Released Claims” in the Settlement Agreement. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

Defendants will separately pay for the costs of notifying Class Members and administering the Settlement, any service awards to the Settlement Class Representative, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses.

More details about the Settlement are in the Settlement Agreement and other documents available at www.XXXXXXXXXX.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement beyond the automatic \$70, you MUST submit a Claim Form. How much you get will depend on the information you provide with your Claim Form and in Travelers' files.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit www.XXXXXXXXXX.com, click "Submit a Claim Form" at the top of the homepage, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one by U.S. Mail from the Settlement Administrator. Hard copy Claim Forms can be mailed to:

Thompson, Thorson and Lucci v. Travelers
c/o Administrator

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than [30 days after the Final Settlement Approval Hearing].

8. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is valid, Travelers will then review its records to decide how much it believes should be paid on the claim under the above formula, if anything, and that decision will be subject to the neutral evaluation rights described above.

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. The automatic payment of \$70 will be made within 30 days of the Settlement becoming effective. Any payment due to Class Members who submit a valid claim form will be made within 75 days of the Settlement becoming effective, or within 45 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Updates will be provided on the Settlement Website, www.XXXXXXXXXX.com.

10. What am I giving up to get payment and stay in the Settlement?

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

If you remain in the Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims in further detail and is available at www.XXXXXXXXXX.com. You will also be bound by any decisions by the Court relating to the Settlement.

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **[30 days prior to Final Settlement Hearing]** as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a Settlement Payment, or any other 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 Defendants 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:

Thompson, Thorson and Lucci v. Travelers
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before **[30 days prior to Final Settlement Hearing]**.

Your request for exclusion must contain the following:

1. The name of the lawsuit;
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: “I request exclusion from the Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a 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 CLASS BY THE POSTMARK DEADLINE OF [30 days prior to final approval hearing], YOU WILL REMAIN PART OF THE 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. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees and costs of no more than \$275,000 to compensate them for their services in this litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid by Defendants.

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek Class Representative awards to the three Named Plaintiffs in the amount of \$2,500 each, subject to court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees and Class Representative fees is filed, it will be posted at www.XXXXXXXXXX.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Class pursuant to the procedures described in Section 11 above, you can object to the Settlement no later than _____ [30 days before Final Approval Hearing date], filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

objection or intervention request; (c) a statement whether the objector or intervenor intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court for the New Mexico District Court of Bernalillo County, Second Judicial District

Class Counsel Contact Information

James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
DENTONS US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606

14. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the Settlement. You can only object if you intend to stay in the Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on Month Day, _____ at XX:XX x.m at the New Jersey Superior Court for the County of Middlesex at 56 Paterson Street, New Brunswick, NJ 08901.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

The hearing may be moved to a different date or time without additional notice to you. You can check the Settlement website, www.XXXXXXXXXX.com, call 1-800-, or email the Settlement Administrator at _____ to confirm the date of the hearing.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it—you do not have to come to the hearing. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court’s discretion. You cannot speak at the Final Approval Hearing only if you exclude yourself from the Settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How do I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website: www.XXXXXXXXXX.com. You also may also contact the Settlement Administrator by email at info@xxxxxx.com or by phone toll-free at 1-xxx-xxx-xxxx.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS

18. What Claim(s) Against Defendants Are Class Members Releasing?

As a part of the Settlement, Class Members agree to release Defendants, as defined above, and the Released Parties, and not to sue Defendants and the Released Parties for any of the Released Claims. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence,

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. "Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

Dated: Month, Date, Year

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com
DO NOT CONTACT THE COURT**

Exhibit C



Cited
As of: March 31, 2026 3:16 PM Z

Education Station Day Care Ctr. Inc. v. Yellow Book USA, Inc.

Superior Court of New Jersey, Appellate Division

March 27, 2007, Argued; May 1, 2007, Decided

DOCKET NO. A-1653-05T1, A-1834-05T1, A-1693-05T1

Reporter

2007 N.J. Super. Unpub. LEXIS 1607 *; 2007 WL 1245971

THE EDUCATION STATION DAY CARE CENTER INC., Plaintiff-Respondent, v. YELLOW BOOK USA, INC., Defendant-Respondent. THE EDUCATION STATION DAY CARE CENTER INC., Plaintiff-Appellant, v. YELLOW BOOK USA, INC., Defendant-Respondent.

Notice: NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE APPELLATE DIVISION.

PLEASE CONSULT NEW JERSEY RULE 1:36-3 FOR CITATION OF UNPUBLISHED OPINIONS.

Prior History: [*1] On appeal from the Superior Court of New Jersey, Law Division, Bergen County, L-13657-04.

Core Terms

settlement, attorney's fees, class member, lodestar, customer, advertize, objector, class action, counsel fees, enhancement, proposed settlement, voucher, settlement agreement, former customer, negotiate, fee-shifting, calculate, maximum, yellow, hourly rate, trial court, subscriber, mediate, notice

Counsel: Randall S. Ford and Lillian Young, appellants, Pro se, in A-1653-05T1.

John J. Pentz of the Massachusetts bar, admitted pro hac vice, argued the cause for appellants, Hansen Stierberger Downard Melenbrink & Schroeder, Tri-County Abstract Inc., Connie Pentz Realty Co., and John J. Pentz, Jr. in A-1834-05T1 (Smith & Stein and Mr. Pentz, attorneys; Mr. Pentz

and David M. Nieporent, on the brief).

Michael S. Stein argued the cause for appellant, The Education Station Day Care Center Inc. in A-1693-05T1 (Pashman Stein, attorneys; John T. Whipple, on the brief).

Pashman Stein, attorneys for respondent, The Education Station Day Care Center Inc. in A-1653-05T1 (John T. Whipple, on the brief).

Davis Wright Tremaine and McCusker, Anselmi, Rosen, Carvelli & Walsh, attorneys for respondent, Yellow Book USA, Inc. in A-1653-05T1 (Bruce S. Rosen, of counsel; Robert D. Balin and Bruce Lamka, of the Washington bar, admitted pro hac vice, on the brief).

Oren S. Giskan (Giskan, Solotaroff & Anderson) of the New York bar, admitted pro hac vice, argued the cause for respondent, The Education Station Day Care Center Inc. [*2] in A-1834-05T1 (Pashman Stein and Mr. Giskan, attorneys; John T. Whipple, on the brief).

Robert D. Balin argued the cause for respondent Yellow Book USA, Inc. in A-1834-05T1 (Davis Wright Tremaine and McCusker, Anselmi, Rosen, Carvelli & Walsh, attorneys; Bruce S. Rosen, of counsel; Mr. Balin and Bruce Lamka, of the Washington bar, admitted pro hac vice, on the brief).

Robert D. Balin argued the cause for respondent, Yellow Book USA, Inc. in A-1693-05T1 (Davis Wright Tremaine and McCusker, Anselmi, Rosen, Carvelli & Walsh, attorneys; Bruce S. Rosen, of counsel; Mr. Balin and Bruce Lamka, of the Washington State bar, admitted pro hac vice, on the

2007 N.J. Super. Unpub. LEXIS 1607, *2

brief).

Judges: Before Judges Coburn, Axelrad and R.B. Coleman.

Opinion

PER CURIAM

These consolidated appeals arise out of a court approved settlement of a certified class action for false advertising against defendant, Yellow Book USA, Inc. One group of objectors challenges the fairness of the settlement and the other group of objectors challenges the sufficiency of notice. Plaintiff, Education Station Day Care Centers, Inc. (Education Station), challenges the methodology and quantum of the counsel fee approved by the court. We affirm as to the objectors' appeals. [*3] As to plaintiff's appeal, we affirm in part and exercise original jurisdiction and modify in part.

In November 2004, Education Station, an advertiser in Yellow Page directories, filed this class action litigation, alleging that Yellow Book made false representations in its advertisements and sales presentations concerning the usage of its telephone directories during the period from May 2002 through July 2004. Plaintiff alleged that as a result of Yellow Book's claims of superior usage, class members paid more than they should have for their Yellow Book advertisements, and sought damages under the Consumer Fraud Act (CFA), [N.J.S.A. 56:8-1 to -106](#), and similar statutes in all other states nationwide, and also pled companion common law claims. At the time plaintiff commenced this lawsuit, several other putative class actions were pending against Yellow Book in other jurisdictions.

In January and February 2005, the parties participated in mediated settlement discussions, with the Hon. Geoffrey Gaulkin, P.J.A.D. (Ret.) presiding, and after four days a settlement was reached. The proposed settlement provided relief for a class of 529,087 Yellow Book customers,

consisting of 391,525 current [*4] customers and 137,562 former customers. Current customers were eligible for a fully transferable credit voucher for future advertising purchases, with a fourteen-month expiration period, valued between \$ 48 to \$ 720, depending on the amount of advertising purchased by the customer during the class period. Former customers were eligible for the same credit vouchers as current customers toward future Yellow Book advertising, or had the option of receiving a lower cash payment of between \$ 22 to \$ 265, depending on the amount of advertising purchased by the customer during the class period. Yellow Book also agreed to pay all administrative costs, including costs associated with notice to the settlement class. The parties estimated the total potential value of the proposed settlement, excluding administrative costs and counsel fees and costs at between \$ 65,709,220 and \$ 71,900,000, depending on whether credit or cash options were chosen.

Following an agreement on the substantive terms of the settlement, the parties, with the assistance of the mediator, negotiated attorneys' fees to be paid to plaintiff's counsel. The agreement was that Yellow Book would pay attorneys' fees separate and [*5] apart from any relief provided to the class so that the fees would not decrease the value of the settlement to the class members. On April 28, 2005, the parties executed a Settlement Agreement pending the court's approval as required by [Rule 4:32-2\(e\)](#). As part of the Settlement Agreement, Representative Plaintiffs' Counsel agreed to "apply to the Court for an award of attorneys' fees and litigation expenses not to exceed \$ 5,000,000" and Yellow Book "agreed to pay, subject to Court approval, the sum of \$ 5,000,000 to Representative Plaintiffs' Counsel for their attorneys' fees and expenses in connection with the Action and the Litigation." Paragraph IX(A).

On May 13, 2005, the trial court entered a preliminary approval order incorporating the terms of the agreement and scheduling the final approval hearing. The court specifically found the

2007 N.J. Super. Unpub. LEXIS 1607, *5

requirements under *Rule* 4:32 were provisionally met and the manner of notice described in the agreement was valid and sufficient. As of the fairness hearing on August 26, 2005, in excess of ninety-six percent of the class members had been contacted. According to plaintiff's counsel, with four weeks remaining in the claims period, about 81,000 people [*6] (15% of the class) had filed claims. Thirteen members filed objections. Counsel for Yellow Book represented that 65,000 current customers had made claims for their advertising credits totaling over \$ 11.2 million. Counsel recounted that the parties "painstakingly negotiated" the settlement over the four days of mediation, which resulted in "major compromises on both sides."

Plaintiff's counsel touted the benefit that each class member received from the settlement without the risk and delay of trial, explaining that its economist predicted that if plaintiffs were successful at trial, their maximum possible damages would be that class members paid eleven percent more for their advertising as a result of Yellow Book's misleading campaign. The settlement agreement, however, provided each class member with a range of fifty to seventy to eighty percent of that amount, which was a tremendous result considering the average nine to twelve percent recovery of maximum possible damages in a typical class action settlement. Plaintiff's counsel also explained the rationale for negotiating the cash option solely for former customers was that such customers could have gone out of business, moved out [*7] of state or, for whatever reason, did not want to advertise in Yellow Book and would have no need for a credit voucher. Credit vouchers, however, were a viable option for current customers in view of Yellow Book's seventy percent customer retention rate.

Appellant John Pentz and counsel for an objector who did not appeal presented their views. Pentz primarily argued that the class should have only included the class members who relied upon the misleading advertising campaign. He also argued the court should not apply a multiplier in

determining attorneys' fees and the excess funds between the court-awarded fee and the agreed-upon maximum should be distributed to the class. Furthermore, Pentz suggested that, due to the inherent linkage between the parties' settlement for the class award and the attorneys' fees, the court should require the parties in a class action to resettle the class award after settling the amount of attorneys' fees. The court reviewed submissions by objectors who were unable to appear, including appellants Ford and Young.

The court certified the class under [Rule 4:32-1\(a\)](#) and [\(b\)](#), and approved the terms of the settlement as "fair and reasonable [and] adequate under [*8] the totality of the circumstances" pursuant to [Rule 4:32-2](#). The court recited the factors it took into consideration, including: (1) the inclusiveness of the meaningful class members within the time period; (2) the risk of trial; (3) the substantial recovery provided by the settlement considering the maximum possible recovery provided by the economist; (4) the flexible redemption period for class members to exercise their vouchers once received; (5) the ability for class members to opt out; and (6) the increased value of the voucher as opposed to a current cash payment, particularly in view of the likelihood the current customers would exercise that voucher for future advertising.

On October 24, 2005, after reviewing the parties' arguments and itemized fees submitted by class counsel, the court issued a written decision regarding plaintiff's attorneys' fees and expenses. The court recited the history of the case and the terms of the parties' proposed settlement and noted the representation of Yellow Book's counsel at the fairness hearing that "the attorneys' fees and expenses were negotiated not with a finite amount, but with a cap or maximum of \$ 5,000,000 to be paid by Yellow Book," [*9] the provision in the proposed Settlement Order and Judgment for the maximum amount of attorneys' fees, and the objectors' position that such award was not justified. The court, citing [Varacallo v. Mass. Mut. Life Ins. Co., 226 F.R.D. 207, 248 \(D.N.J. 2005\)](#),

2007 N.J. Super. Unpub. LEXIS 1607, *9

explained that its obligation as part of a fairness determination in a class action settlement was to thoroughly analyze a fee application and assess a reasonable fee and expenses within its discretion in accordance with the appropriate methodology. It further recited the two primary methods for calculating attorneys' fees, the lodestar method, noting this method is more typically applied in statutory fee-shifting cases, and the percentage of recovery method. The court concluded that the lodestar amount, i.e., the legal fees as billed for the six law firms totaling \$ 1,060,266, was an appropriate attorneys' fee award, plus costs and disbursements of \$ 33,909.87, as opposed to the \$ 5 million requested. On October 24, 2005, the court entered a Settlement Order and Judgment confirming the Settlement Agreement and approving payment of \$ 1,094,175.87 to Representative Plaintiffs' Counsel as attorneys' fees and expenses to be paid by [*10] Yellow Book as provided in the Settlement Agreement. These appeals ensued.

In appeal No. A-1834-05T1, objectors, Hanzen Stierberger Downard Melenbrink & Schroeder, Tri-County Abstract Inc., Connie Pentz Realty Co., and John J. Pentz, Jr. ("Pentz" objectors) assert the following arguments: (1) the court abused its discretion in approving the settlement because it discriminates unfairly between similarly situated class members; (2) attorneys' fees may not exceed one-and-one half times class counsel's reasonable lodestar; and (3) the difference between the \$ 5 million fund set aside for payment of attorneys' fees and the amount actually awarded should be treated as class funds.

In appeal No. A-1653-05T1, objectors Randal Ford and Lillian Young argue that since individuals who signed Yellow Book contracts on behalf of companies that were plaintiffs in the class action were not included as class members and did not receive individual notice of the proposed settlement, the judgment approving the settlement should be reversed.

In appeal No. A-1693-05T1, plaintiff Education Station asserts the following arguments: (1) the trial court should only have reviewed the record and class counsel's fee [*11] request for taint or conflict, and if there was none, approved the \$ 5 million fee; (2) the Appellate Division should exercise original jurisdiction and set the fee; and (3) even if analyzed under the majority view in awarding common fund class action counsel fees, the \$ 5 million fee was fair and reasonable.

We first address the objectors' challenges to the overall settlement and then address the counsel fee award. The Pentz objectors argue that the settlement agreement discriminates between similarly situated class members, in that former customers may elect a cash payment and current customers can only use a credit voucher for future advertising. They contend such distinction arbitrarily prefers one group of plaintiffs over another, which is inimical to the very principle of class advocacy. They suggest we disapprove the settlement as structured by the parties, citing [*Parker v. Time Warner Entm't Co., L.P.*, 239 F.R.D. 318 \(E.D.N.Y. 2007\)](#), as persuasive authority for the proposition that treating current and former customers is *de facto* unfair differential treatment of similarly situated class members. The Pentz objectors propose that the settlement should be amended to remove the [*12] disparity by providing the current customers with the cash option, and that such amendment would have little effect on Yellow Book's ultimate payout because the current customers who are satisfied with Yellow Book would choose the higher-valued vouchers.

We are not persuaded by these arguments. A trial court's task in reviewing a class action settlement is to determine whether it is fair, reasonable, and adequate to the class as a whole. [*R. 4:32-2\(e\)\(1\)\(A\)*](#); [*Chattin v. Cape May Greene, Inc.*, 216 N.J. Super. 618, 627, 524 A.2d 841 \(App. Div. 1987\)](#). The trial court's role is to approve or reject the proposed settlement in its entirety, not to revise or amend particular provisions. See [*City of Paterson v.*](#)

2007 N.J. Super. Unpub. LEXIS 1607, *12

Paterson Gen. Hospital, 104 N.J. Super. 472, 250 A.2d 427 (App. Div.), aff'd, 53 N.J. 421, 251 A.2d 131 (1969). "[T]he court's function [is] to determine the reasonableness of the agreement, not to renegotiate the terms of the settlement." Tabaac v. Atlantic City, 174 N.J. Super. 519, 524, 417 A.2d 56 (Law Div. 1980). The issue is the reasonableness of the settlement as written, "not whether one could conceive of a better settlement." In re Cendant Sec. Litig., 109 F. Supp. 2d 235, 255 (D.N.J. 2000).

On appeal, the trial court's decision to [*13] approve a proposed class settlement is reviewed for abuse of discretion. Chattin, 216 N.J. Super. at 628; In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 527 (3d Cir. 2004) (standard of review is abuse of discretion, and approval of class settlement must be affirmed absent clearly erroneous finding of fact or misinterpretation or misapplication of law). Deference to the trial court's approval of a complex class action settlement is particularly appropriate given courts' endorsement of the policy of encouraging the settlement of litigation. See 4 Alba Conte & Herbert Newberg, Newberg on Class Actions § 11.41 (4th ed. 2002); In re General Motors Corp. Pick-Up Truck Prod. Liab. Litig., 55 F.3d 768, 784 (3d Cir. 1995) ("[t]he law favors settlement, particularly in class action and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation"); Cotton v. Hinton, 559 F.2d 1326, 1331 (5th Cir. 1977) ("[p]articularly in class action suits, there is an overriding public interest in favor of settlement").

The Pentz objectors point to no abuse of discretion that would justify overturning the settlement. They merely challenge a single feature, contending [*14] that current customers like themselves are provided with less valuable benefits because they are not offered the cash option available to former customers and, thus, that portion of the settlement is unfair and should be reformed. Their reliance on Parker is misplaced. Parker involved a class action suit regarding Time Warner's disclosure and sale of its cable subscribers' personal identification

information in violation of state and federal privacy laws. The proposed settlement provided benefits to class members who could be identified from a sales database. Under the settlement, current subscribers ("Category I") received credit for free movies or other service and former subscribers who were still living in Time Warner's service area ("Category II") received a credit for a month of free service with no installation fee. Parker, 239 F.R.D. at 326. Employing the "range of reasonableness standard," the court found these in-kind, non-cash credits to be substantially fair and adequate means of compensation for the class claims at issue. The court, however, declined to approve the settlement agreement for two other reasons, one being the disparate and unfair treatment of "Category III" [*15] members, former subscribers who no longer lived in the cable company's service area, who were only given the right, within 120 days, to transfer either benefit available to a current or former subscriber to a person living in the area serviced by Time Warner.¹ The court found that merely providing this group of customers, which represented a significant number of members, with a credit that they did not even have the option of using themselves, was not a sufficient benefit of the settlement. Of significant concern was that the parties failed to offer any difference between the three categories of claimants that would justify providing the former subscribers who had moved out of the area with only the "mere right to transfer their benefit to someone else." Id. at 340.

Entirely [*16] consistent with the case law, and recognized by the court in Parker, a class settlement can offer different benefits to differently situated class members, so long as it offers fair and adequate compensation to the class as a whole. There was more than adequate explanation given in

¹ The other reason was that the settlement deprived a large number of class members, apparently a majority of the total class, of any remedy. The "Category IV" members, who were not listed in the sales database that the parties used to determine settlement benefits, would be releasing their claims against Time Warner and receiving nothing in return. There were other databases from which additional plaintiffs could be identified.

2007 N.J. Super. Unpub. LEXIS 1607, *16

the present case as to why the settlement provided two separate awards to the class, and the parties explained the rationale in detail for compromising different award options due to distinguishing needs of current and former customers, making the cash option available only to the latter. Moreover, the Pentz objectors' assertion that providing settlement credits to current customers is inadequate because they are no more likely to purchase future advertising in Yellow Book than former customers is belied by the undisputed fact in the record of Yellow Book's seventy-percent customer retention rate. As such, the settlement credit may even be better than a cash rebate for this vast majority of current customers who have an ongoing, recurring business relationship with Yellow Book. The trial court was satisfied there was ample evidence in the record of distributional fairness, equal treatment among class members, [*17] and an overall fair, reasonable and adequate settlement to the class, and we discern no basis to second-guess that decision.

The Ford and Young objectors argue that individuals such as themselves who signed Yellow Book contracts on behalf of companies that were plaintiffs in the class action should have been included as class members and given notice because they are co-obligors on the contract, thereby incurring joint liability. This argument is without sufficient merit to warrant discussion. R. 2:11-3(e)(1)(E). These individuals signed contracts as authorized representatives of companies, not on their own behalf. They arranged for the payment of advertising to Yellow Book from their respective companies and did not draw from their own accounts in making the payment. They are not class members and, as such, were never entitled to notice of the proposed settlement.

We turn now to the counsel fee award. Plaintiff contends the parties agreed that Yellow Book would pay \$ 5 million in attorneys' fees to plaintiff's counsel separate from the relief to the class members, and the trial court's sole function was to ascertain that the counsel fee settlement was reached as a result of arms-length

[*18] negotiations, with the assistance of a highly-respected mediator, following an agreement on the substantive terms of the class settlement, and was free of taint or collusion. According to plaintiff, consistent with our courts' deference to parties' agreements absent taint or conflict, if the court was satisfied there were no such impediments, it should have approved the \$ 5 million fee.

We have no doubt as to the integrity of the mediation process but disagree that the court's scope of review should have been as narrow as suggested by plaintiff. "[A] thorough judicial review of fee applications is required in all class action settlements." In re General Motors Corp., supra, 55 F.3d at 819. It is apparent from the comments of Yellow Book's counsel at the fairness hearing and the language of the proposed Settlement Agreement that attorneys' fees and expenses were negotiated with the knowledge that Yellow Book could be required to pay up to \$ 5 million, depending upon what the court determined was a reasonable fee under acceptable standards for fee approvals. For example, in addition to the aforementioned provision in the Settlement Agreement referencing the "not to exceed \$ 5,000,000" [*19] language and "court approval" of the amount, the agreement contains several provisions acknowledging the court will determine whether the attorneys' fees and expenses requested by Representative Plaintiffs' counsel are "reasonable." The Agreement also contemplates the court may award less than the \$ 5 million requested, providing in P IX(B) that installments of "\$ 2,500,000 will be paid, *or in the event the Court awards some lesser amount, half of that less amount will be paid . . .*" (emphasis added) and in P X(F) that "no order of the Court awarding Representative Plaintiffs' Counsel attorneys' fees and expense in an amount less than the amount agreed to in P IX(A) . . . shall constitute grounds for cancellation or termination of the Settlement Agreement."

The court explained that of the two primary methods for calculating attorneys' fees, the

2007 N.J. Super. Unpub. LEXIS 1607, *19

percentage of recovery method and the lodestar method, the lodestar method is more typically applied in statutory fee-shifting cases, and that the alternate method may be used to cross-check the reasonableness of the fee. The court then analyzed the itemized breakdown of attorneys' fees, totaling \$ 1,060,266, from each of the six law firms comprising [*20] Plaintiffs' Representative counsel whose hourly rates descended from the highest at \$ 550 per hour for retired Supreme Court Justice Gary S. Stein. The court found the hourly rates were "current, prevailing hourly market rates considering [plaintiff's] skill and proficiency" exhibited in its submissions and oral arguments and the rates, including former Justice Stein's, were "not disproportionate considering the vastness, preparedness and expertise necessary for this type of Settlement." The court elaborated:

The litigation itself required considerable resources in order to argue and prepare the issues involved for early resolution. It is unquestioned that this matter required preparation for litigation as well as for Settlement. Without that preparation, defense counsel would not have considered such a Settlement offer. Further, the Court observed the skill of competent counsel during the Fairness Hearing and also recognizes that the papers submitted are commensurate with the skill represented.

The court further noted that the "miniscule amount of objections filed [thirteen] compared to the amount of Class members [529,000] is an additional, persuasive basis to determine that the fees [*21] as billed are fair and reasonable." The court concluded that the amount of actual time billed was "fundamentally unchallenged by any meritorious objection" and there was nothing before the court that "substantiate[d] any reduction of time billed on a belief of fabrication, exaggeration or claim of unnecessary hours billed." Thus, citing *Rendine v. Pantzer*, 141 N.J. 292, 337, 661 A.2d 1202 (1995), the court found the hourly rates and the amount of hours billed were "realistic,

fair, reasonable and unchallenged by any meritorious defense." The court then approved a counsel fee award in the amount of the lodestar plus actual costs, totaling \$ 1,094,175.87, stating it was a fair and reasonable fee for the class action settlement.

Contrary to plaintiff's argument on appeal, the *Rendine* lodestar analysis was the appropriate method for calculating counsel fees in this fee-shifting CFA action. See *In re General Motors Corp.*, supra, 55 F.3d at 821 ("Courts generally regard the lodestar method, which uses the number of hours reasonably expended as its starting point, as the appropriate method in statutory fee shifting cases."). Under specific statutory enactments, courts are authorized to award a "reasonable" [*22] attorneys' fee to the prevailing party. *R. 4:42-9(a)(8)*; *Rendine*, supra, 141 N.J. at 322. See also *R.M. v. Supreme Court of New Jersey*, 190 N.J. 1, 9, 918 A.2d 7 (2007). The CFA expressly provides that a prevailing plaintiff is entitled to reasonable attorneys' fees, filing fees, and costs. *N.J.S.A. 56:8-19*; *Wanetick v. Gateway Mitsubishi*, 163 N.J. 484, 490, 750 A.2d 79 (2000). The first step in calculating a fee award under a fee-shifting statute is to determine the "lodestar," which is arrived at by multiplying the number of hours reasonably expended by a reasonable hourly rate. *Rendine*, supra, 141 N.J. at 334-35. The determination of the lodestar amount is the "most significant element in the award of a reasonable fee" because it requires the trial court to "evaluate carefully and critically the aggregate hours and specific hourly rates advanced by counsel for the prevailing party to support the fee application." *Id.* at 335. Here, the court found both the hours expended and the hourly rates reasonable. No challenges were made on appeal to those findings.

The Court also instructed in *Rendine*, that after determining the appropriate lodestar amount, the trial court should "consider whether [*23] to increase that fee to reflect the risk of nonpayment in all cases in which the attorney's compensation entirely or substantially is contingent on a

2007 N.J. Super. Unpub. LEXIS 1607, *23

successful outcome." *Id. at 337*. As the Court recognized, "[b]oth as a matter of economic reality and simple fairness . . . a counsel fee awarded under a fee-shifting statute cannot be 'reasonable' unless the lodestar, calculated as if the attorney's compensation were guaranteed irrespective of result, is adjusted to reflect the actual risk that the attorney will not receive payment if the suit does not succeed." *Id. at 338*. The Court also held that an additional enhancement may be justified in certain circumstances based on the likelihood of success, "[w]hen the result achieved in such a case is significant and of broad public interest . . ." *Id. at 341* (quoting *Pennsylvania v. Delaware Citizens' Council for Clean Air*, 483 U.S. 711, 751, 107 S. Ct. 3078, 97 L. Ed. 2d 585 (1987)). Ordinarily, contingency enhancements in fee-shifting cases should range between five and fifty-percent of the lodestar fee; "with the enhancement in typical contingency cases ranging between twenty and thirty-five percent of the lodestar." *Id. at 343*. The [*24] Court instructed, however, that such enhancements should never exceed onehundred percent of the lodestar, and enhancements of that magnitude will be appropriate only in a rare and exceptional case. *Ibid.*

Although the court applied the *Rendine* methodology in calculating plaintiff's counsel fee, the court ceased its analysis after calculating the lodestar amount, did not award any enhancement, and provided no explanation as to why it did not give what *Rendine* describes as the ordinary enhancement in a fee-shifting case. We are satisfied the record is sufficiently complete to permit us to perform the second step of the *Rendine* analysis in the exercise of our original jurisdiction. *R. 2:10-5*. We affirm the lodestar counsel fee determination but conclude that plaintiff's counsel is entitled to an enhancement to the lodestar billed fees. This class action was taken on a contingent fee basis, with substantial risks to plaintiff's counsel. Moreover, based on plaintiff's economist's assessment of maximum possible damages recoverable if successful at trial, plaintiff's counsel achieved an excellent result for the class members without the

risk, delay and additional expenses of a trial. Plaintiff's [*25] counsel also deserves an enhancement for resolving the matter expeditiously through mediation rather than increasing the lodestar through protracted litigation, and for not seeking a fee against the class, which could have been based on a percentage of recovery. We therefore conclude that plaintiff's counsel is entitled to an enhancement of thirty-five percent of the lodestar (\$ 371,093) to be added to the counsel fee award entered by the trial court.

We reject the Pentz objectors' argument that the difference between the requested \$ 5 million and the approved counsel fee should be added to the class award. This argument ignores the purpose of negotiating attorneys' fees only after the terms of the substantive settlement are reached, i.e., avoiding the subject of fees from improperly influencing the settlement. Indeed, the class settlement amount and the attorneys' fees are two separate and distinct funds. The settlement was negotiated prior to the fee agreement, and it is not the court's role to renegotiate the terms of the settlement. See *Tabaac, supra*, 174 N.J. Super. at 524.

Appeal Nos. A-1834-05T1 and A-1653-05T1 are affirmed. We remand Appeal No. A-1693-05T1 for entry of an appropriate [*26] order consistent with this opinion.

End of Document

Exhibit D



Cited

As of: March 31, 2026 2:05 PM Z

Gurriere v. Bloomfield Condo. Assocs., LLC

Superior Court of New Jersey, Chancery Division, Essex County

July 20, 2015, Hearing Held; August 28, 2015, Decided

DOCKET NO.: ESX-C-101-15

Reporter

2015 N.J. Super. Unpub. LEXIS 2137 *

CHRISTINE GURRIERE, et al., on Behalf of themselves and all others Similarly situated, Plaintiff vs. BLOOMFIELD CONDOMINIUM ASSOCIATES, LLC, BLOOMFIELD ASSOCIATES, ALEX BISTRICER, DAVID BISTRICER, ELSA BISTRICER, BROOKDALE GARDENS CONDOMINIUM ASSOCIATION, INC., BLOOMFIELD MANAGEMENT COMPANY, Defendants

Notice: NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE COMMITTEE ON OPINIONS.

PLEASE CONSULT NEW JERSEY [RULE 1:36-3](#) FOR CITATION OF UNPUBLISHED OPINIONS.

Core Terms

Sponsor, Condominium, settlement, class member, unit owner, non-sponsor, settlement agreement, class action, Gardens, elect, opt-out, developer, parties, deed, provisions, proposed settlement, Plaintiffs', additional unit, restrictions, predominance, circumstances, upgraded, selling, notice, words, ordinary course of business, governing board, per unit, purchasers, damages

Counsel: [*1] Laurence H. Olive, Esq., Attorney for Plaintiffs.

Philip R. Sellinger, Esq. & Aaron Van Nostrand, Esq. (Greenberg Traurig, LLP), Attorneys for Defendants Bloomfield Condominium Associates, LLC, Bloomfield Associates, Alex Bistricher, David Bistricher, Morris Bistricher, Elsa Bistricher and

Bloomfield Management Company.

E. Richard Kennedy, Esq. (Kennedy, Wronko, Kennedy), Attorney for Defendant Brookedale Gardens Condominium Association, Inc.

Dennis J. Drasco, Esq. (Lum, Drasco and Positan), Special Fiscal Agent.

Judges: Hon. David B. Katz, P.J.F.P.¹⁴

Opinion by: Hon. David B. Katz

Opinion***FACTUAL BACKGROUND***

The present application in the above matter is intended to resolve a complex litigation that has spanned at least 15 years. Indeed, the underlying case, Docket No. ESX-C-143-00, is the oldest case in Essex County, New Jersey.

In the instant matter, the parties, after years of extensive litigation and negotiation, agreed among themselves to settle the underlying case by way of a class action settlement. As such, the parties filed the present class action complaint under Docket No. ESX-C-141-15 for the [*2] purpose of settlement only.

The Court is now being asked to grant final approval of a proposed class action settlement on

¹⁴The undersigned has continued to preside over this matter subsequent to appointment as Presiding Judge of the Family Part.

behalf of themselves and a class of all current and former non-sponsor unit owners ("Class Members") at Brookdale Gardens Condominium Complex ("Brookdale Gardens"), located at 935 Broad Street in Bloomfield, New Jersey. The putative class, consisting of 75 Class Members, was certified and the proposed settlement agreement was preliminarily approved on May 6, 2015 following a hearing. Of the 75 Class Members, 59 unit owners are class representatives.

The Court conducted a lengthy final approval hearing on July 20, 2015. Two experts testified at the hearing and were available for cross-examination. The objecting Class Members were given an opportunity to verbally place their objections on the record at the hearing, and four objectors elected to do so. They too were subjected to cross-examination.

Briefly, and as will be discussed at length below, the proposed settlement provides that, in consideration for dismissing the lawsuit and releasing Defendants from the claims alleged therein, each Class Member who currently owns a unit or units at Brookdale Gardens may convey [*3] its unit(s) to Bloomfield Condominium Associates, LLC, the developer of Brookdale Gardens (the "Sponsor") in exchange for a specific amount set forth in the agreement. The specified amount is based on the number of rooms in the particular unit.¹ Significantly, and at issue, the proposed settlement also provides that upon final approval, control over the Board and the Association will vest in the Sponsor, and the Sponsor will not be obligated to sell any additional units in Brookdale Gardens.

The terms of the proposed settlement reflect a compromise on various issues in the instant litigation, which has been ongoing for the past 15 years and which is characterized by a complex,

contentious and protracted history. The Court has been advised that the instant litigation is the oldest pending case in Essex County. For purposes of context and completeness, the Court will provide a brief overview of the substantive issues of the underlying suit as well as the significant [*4] procedural events that led to the instant proposed class action settlement.

On August 28, 1987, a Public Offering Statement ("POS") was issued for a 400-unit development known as Brookdale Gardens. Originally, an entity known as River Broad Corporation planned to convert the development into a condominium pursuant to [N.J.S.A. 46:8B-1](#). The POS contained several terms relating to governance of the condominium. At some point, Brookdale Gardens was sold to Defendant Bloomfield Condominium Associates, LLC, whose members consist of Defendants Alex Bistricher, David Bistricher, Morris Bistricher and Elsa Bistricher.² The conversion of Brookdale Gardens began on January 12, 1989 with the filing of a Master Deed establishing the condominium. Defendant Brookdale Gardens Condominium Association, Inc. (the "Association"), a non-profit corporation, governs Brookdale Gardens and is responsible for the administration, management, and operation of the complex. The Association was to be governed by an elected Board of Trustees ("the Board").

The POS set forth a detailed plan for the governance of Brookdale Gardens as required by [N.J.S.A. 46:8B-12.1](#). Specifically, in the event that 25% of the units are sold, non-sponsor unit owners shall elect no less than 25% of the Board of Trustees. In the event that 50% of the units are sold, no less than 40% of the members of the Board of Trustees shall be elected by non-sponsor unit owners. Finally, in the event that 75% of the units are sold, non-sponsor unit owners may elect the

¹Units at Brookdale Gardens consist of 2.5 rooms, 3.5 rooms, 4 rooms or 5 rooms. The settlement monies are as follows: \$127,500; \$136,500; \$141,500 and \$170,000, respectively. Any unit that has a garage will receive an extra \$5,000.

²The partnership previously operated under the name Bloomfield Associates. Bloomfield Associates stopped doing business and was replaced by Defendant Bloomfield Condominium Associates, [*5] LLC.

2015 N.J. Super. Unpub. LEXIS 2137, *5

entire Board of Trustees, except that the Sponsor may retain one member on the Board of Trustees as long as any units remain unsold in the regular course of business.

At all relevant times, Bloomfield Condominium Associates has owned 310 out of the 392 units in the condominium, roughly 80%, with the balance being sold to third parties acquiring their units from the Sponsor. Thus, Bloomfield Condominium Associates had complete control of the Board of Trustees since its inception because it did not convey 25% or more of the units. Through its control of the Board, Bloomfield Condominium Associates hired Bloomfield Management Company, a company owned by the Bistrickers, to manage and operate the complex. Bloomfield [*6] Management Company was later removed by a Special Fiscal Agent appointed by the Court to oversee the finances and operation of Brookdale Gardens. Bloomfield Management Company is no longer in existence.

In addition to the POS, the New Jersey Condominium Act ("Condominium Act") or ("the Act") itself contains provisions requiring turnover of board control to non-sponsor unit owners in certain circumstances. The relevant statute, [N.J.S.A. 46:8B-12.1](#) sets forth the same governance scheme as provided by the POS, but also provides in pertinent part that "when some units of a condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, the unit owners other than the developer shall be entitled to elect all of the members of the governing board or other form of administration." [N.J.S.A. 46:8B-12.1\(a\)](#).

On April 24, 2000, 34 non-sponsor unit owners filed a Complaint and Order to Show Cause under Docket No. C-143-00, alleging that Bloomfield Condominium Associates violated multiple provisions of the Condominium Act, as well as claims based on negligence, breach of contract and fraud. Specifically, the Plaintiffs alleged [*7] that

the Association was not being operated in their best interest and that the property was in a state of disrepair. This case was related to two earlier cases initiated by non-sponsor unit owners against Bloomfield Associates, Bloomfield Condominium Associates, and the Bistrickers filed in 1990 and 1995.³

After unsuccessfully attempting mediation on several occasions, the parties continued litigation over several years. On February 16, 2007, the Court appointed Dennis Drasco, Esq., of Lum Drasco and Positan, as Special Fiscal Agent ("SFA") for the Association. Mr. Drasco was appointed to facilitate litigation to which the Association was a party, as well as to report to the Court any improprieties found in the operations and financial affairs of the Association and to take any other actions deemed appropriate. [*8] The SFA recommended the removal of Bloomfield Management Company and the appointment of a professional management firm to operate, manage and maintain the condominium.

After several years of ongoing litigation, on July 6, 2012, the Court granted Plaintiffs' motion for partial summary judgment, thus granting them control of the Board of the Trustees of the Association. The main thrust of Plaintiffs' motion was that after selling units to Plaintiffs, Defendants intentionally failed to offer any additional units for sale to the public in the ordinary course of business for the previous 20 years in order to maintain control over the Board. In support of its allegation that Defendants failed to offer units for sale in the ordinary course of business, Plaintiffs offered evidence that individuals made many offers to purchase units from the sponsor which went ignored. Those individuals alleged that they eventually purchased their units from non-sponsor unit owners.

³ The Docket Numbers of those cases were C-200-90 and C-21-95, respectively. Those complaints, however, were not made available to the Court, and the parties at times have argued that the matters were consolidated and that the instant case is related to the earlier filings. As such, the parties have represented that the issues at Brookdale Gardens date back to 1990, some 25 years ago.

Plaintiffs asserted that Defendants also executed a blanket mortgage on sponsor-owned units in contravention of the Condominium Act, making it impossible for Plaintiffs to sell their units. Specifically, Plaintiffs claimed that the [*9] [N.J.S.A. 46:8B-23](#) prohibits blanket mortgages unless individual unit owners can obtain releases of their particular units from the mortgage upon payment to the mortgagee of their respective proportionate share of the then outstanding balance of unpaid principal, accrued interest and any other charges then due and unpaid.

Plaintiffs also argued that under Defendants' improper control, the complex had fallen out of compliance with various municipal code requirements and suffered numerous Bureau of Housing Inspection violations. Plaintiffs also alleged that Defendants failed to properly maintain the property and refused to raise the maintenance fees because they would have had to pay 80% of those fees by virtue of their ownership of the units, and that Defendants did not properly reserve funds for maintenance and upkeep.

In resolving Plaintiffs' summary judgment motion, the Court held that after selling some units, Defendants intentionally took action that prevented the sale of additional units in the ordinary course of business, and as such, Plaintiffs were entitled to elect all members of the board pursuant to [N.J.S.A. 46:8B-12.1\(a\)](#). In reaching its decision, the Court set forth many sources that indicated [*10] that "the overriding legislative concern was to address problems associated with continued developer control over condominium complexes long after some units were sold." July 6, 2012 Opinion, at p. 14. The Court found that the blanket mortgage executed on approximately 80% of the units in the complex made it impossible for Defendants to sell sponsor-owned units in the ordinary course of business. Because the Sponsor would not sell its units, the non-sponsor unit owners were deprived of any control over the condominium, contrary to the legislature's intent in enacting the Condominium Act. In order to effectuate the legislative goal to

allow non-sponsor unit owners to play a meaningful role in the governance of their condominiums, the Court divested the Sponsor of all voting rights until they conveyed ownership of additional units such that non-sponsor unit owners would own 75% of all units. In other words, Plaintiffs were given full control over the Board of Trustees by the Court's July 6, 2012 decision. The non-Sponsor unit owners were elected to serve as members of the Board in December 2012 for the first time since the creation of the condominium in 1989.⁴

Plaintiffs then filed another summary judgment motion on April 24, 2013. There were several significant aspects to this motion. First, Plaintiffs were concerned that Defendants were still able to technically "control" the Condominium complex, notwithstanding the Court's order of July 6, 2012. Second, Plaintiffs sought to compel Defendants to sell their units so that the complex would returned to Condominium-like development, with more than the 20% private ownership so that Plaintiffs could eventually have a market for the sale of their units. Third, Plaintiffs sought an Order precluding the Sponsor from continual rental of its units.

With respect to the issue that the Sponsor may retain "control" despite the Court's July 6, 2012 Order, Plaintiffs reasoned that the Condominium's bylaws set forth a number of actions that require a two-thirds majority vote of all "members" who are voting, which the Master Deed defines as the owner or co-owner [*12] of a unit. Plaintiffs feared that Defendants could still frustrate their attempts to pass proposals requiring a two-thirds majority because 51% of the members must be present before a meeting can be held and a vote can be taken. Because the Bylaws define "member" only as owner or co-owner of a unit, arguably, according to Plaintiffs, even a member without voting rights

⁴The July 6, 2012 Order was [*11] a significant partial and temporary victory for the Plaintiffs. Because the Plaintiffs had asserted causes of action against the Defendant Association, the Association subsequently amended its pleadings to assert direct claims against the Defendants.

2015 N.J. Super. Unpub. LEXIS 2137, *11

(such as the Sponsor) "counts" for the purposes of the percentage of members needed to hold a meeting. In light of Plaintiffs concerns over the potential frustration of the remedy fashioned by the Court in July 2012, the Court held that meetings may be held so long as 51% of the *non-sponsor unit owners* are present. *See* August 30, 2013 Order.

While the Court did craft a remedy to prevent the Sponsor from frustrating the divestiture of its voting rights, it denied the principal other relief requested by Plaintiffs. Specifically, the Court refused to enter a mandatory injunction compelling the Sponsor to sell the units it owns because such relief would require an inappropriate level of court supervision. Finally, the Court refused to enjoin Defendants from leasing any of its remaining units because the Master Deed contained [*13] no restrictions upon the leasing of any Unit and the Condominium Act required those types of restrictions to be specified in the Master Deed. *Id.*

Litigation remained ongoing for several months following the August 30, 2013 Order. On October 29, 2013, the Association filed a motion for leave to amend its Answer to Plaintiffs' Fourth Amended Complaint and intervene as Plaintiff in the action or file a cross-claim against the Sponsor. The Association argued that its Answer to the first three Complaints denied Plaintiffs' allegations against the Sponsor, its Co-Defendant, because at that time the Association was controlled by the Sponsor. Because the Sponsor was stripped of that control by virtue of the Court's July 2012 Order, the Association, then controlled by non-Sponsor unit owners, wished to support Plaintiffs' allegations against the Sponsor and assert claims of its own against the Sponsor. Thus, the Association alleged violations of the New Jersey Condominium Act, the Planned Real Estate Development Full Disclosure Act, and the Consumer Fraud Act. The Court granted the Association's request to amend its Answer to the Fourth Amended Complaint and to assert a Cross Claim against the [*14] Sponsor on December 19, 2013.

On February 11, 2014, the Sponsor filed a motion to dismiss the Association's Cross-Claims against the Sponsor, arguing that the Association failed to adequately plead any cause of action under the Consumer Fraud Act, the Condominium Act and the Planned Real Estate Development Full Disclosure Act. The motion hearing took place on March 20, 2014, at which time the Court granted the Association permission to amend the Cross-Claim. The Association filed a Second Amended Cross-Claim on April 5, 2014, and Defendant's motion to dismiss the Second Amended Cross-Claim was denied on May 2, 2014. Defendants thereafter filed an Answer denying all allegation in the Second Amended Cross-Claim.

The parties then continued in active mediation. The parties agreed amongst themselves that a fair resolution of the lawsuit would be for the non-sponsor unit owners to be bought out at above market rates, with control of the complex returning to the Defendants. The parties agreed amongst themselves that those settlement parameters were obtainable through a class action. As such, the Plaintiffs filed a class action complaint on May 1, 2015 under Docket No. C-101-15. The Court conducted [*15] an extensive preliminary approval hearing on May 4, 2015 and entered an Order on May 6, 2015 preliminarily approving the proposed class action settlement and directing that notice of the settlement in the form proposed by the parties be sent to all Class Members as set forth in the Settlement Agreement. In accordance with the Court's May 6, 2015 Order, the Class Notice was mailed to all 75 Class Members via first class mail. On May 11, 2015 the Class Notice was also placed under the doors of all 41 Class Members currently residing at Brookdale Gardens. On June 13, 2015 through June 16, 2015 the Class Notice was published in the Newark Star Ledger.

TERMS OF THE PROPOSED CLASS ACTION SETTLEMENT

Procedural Terms

The Settlement Agreement provides several options for Class Members regarding their participation in the proposed settlement. In order to avail themselves of the settlement benefits (i.e., be bought out by the Sponsor), Class Members were required to submit a claim form by July 3, 2015. Class Members who leased any of their units to tenants were directed to submit copies of any leases with their claim forms. If the outstanding term of any lease exceeds a year or if the lease is more [*16] than 10% below certain monthly rent amounts, the claim may be rejected. The specific threshold rent amounts set forth in the proposed settlement are (1) \$1,430 for 5 rooms; (2) \$1,250 for 4 rooms; (3) \$1,220 for 3.5 rooms; and (4) \$1,010 for 2.5 rooms.

Class Members who submit a claim form will, if the settlement is approved, each receive a notice advising that the Class Member has six months to find alternate housing, and once the Class Member has found alternate housing, the Class Member will have 60 days to close on the sale of their unit in Brookdale Gardens to the Sponsor.

Class Members who wished to "opt-out" so as not to participate in the settlement, and preserve only their right to pursue damage claims based on an alleged diminution of value of their units due to Defendants' conduct, were required to submit an opt-out form by June 11, 2015. Any Class Member who neither submitted a claim nor submitted a formal opt-out letter in accordance with the settlement terms waives his or her right to convey his or her unit to the Sponsor, but will be bound by all other terms of the settlement. The proposed settlement also gave Class Members an opportunity to object to the terms of the [*17] settlement by sending a letter to all attorneys and filing that letter with the Clerk of Court by June 11, 2015. Those who submitted an affirmative opt-out letter were not permitted to object because by opting out they were no longer a party to the settlement. In other words, only those who submitted claim forms or

did nothing were afforded an opportunity to object.

Substantive Terms

The settlement agreement is 46 pages long and contains 30 provisions, with many provisions containing subparts. The Court will elaborate only on those provisions that are at issue in the final approval hearing.

Pursuant to the proposed settlement, Class Members who timely submit a claim form will be entitled to receive the following amount for each unit owned by that Class Member upon conveyance to the Sponsor: (1) \$127,500 per unit for a 2.5 room unit; (2) \$136,500 per unit for a 3.5 room unit; (3) \$141,500 per unit for a 4 room unit; (4) \$170,000 per unit for a 5 room unit; (5) \$5,000 per unit for each garage unit; and (6) \$105,000 for unit 84A. The settlement agreement provides that the Sponsor will pay the fee for obtaining the certificate of occupancy and the realty transfer fee associated with the conveyance, [*18] with the Class Member being responsible for performing all repairs required by the Township for issuance of a certificate of occupancy.

Also at issue are those provisions that change the governance of Brookdale Gardens. Section 1(b)(i) provides that control of Brookdale Gardens, the Association and the Board shall be turned over to the Sponsor, with the governance structure reverting to the structure in place immediately prior to the July 6, 2012 Order, with the Sponsor having the right to appoint each member of the Board of the Association. As such, any remaining non-sponsor unit owners will have no representation on the Board, and all Class Members, as well as those who opt out of the class and remain in the complex, will have no right to object to the Sponsor's control of the Board. Section 1(b)(ii) provides that the Sponsor has no obligation to sell any of their units at Brookdale Gardens. Should the Sponsor decide to sell any of its units, it must comply with the progressive statutory turnover of control to non-sponsor unit owners provided by [N.J.S.A. 46:8B-](#)

21.

In its many submissions to the Court, the Sponsor represents that while any remaining unit owners may not challenge the Sponsor's control of the Association in [*19] and of itself, they may challenge any acts that are contrary to the Condominium Act. The Sponsor asserts that the release in the proposed Settlement Agreement only applies to claims based on acts or omissions of the Sponsor that predate the Settlement Agreement such that Class Members reserve their right to sue the Sponsor for any future improper or unlawful acts. In other words, should the Sponsor fail to properly maintain the community areas of the condominium, the remaining unit owners may sue for those violations. In addition, those who opt-out will be able to maintain an action for any alleged diminution in value of their unit(s) due to Defendant's prior conduct relative to their control of Brookdale Gardens. Significantly, the opt-outs do not preserve their right to sue over the Sponsor's current control over the complex.

CLASS REACTION TO SETTLEMENT

Out of the 75 total Class Members, 41 submitted claims, 18 objected⁵, and two opted out. Of the 18 objections, 11 are "form" objections in that they are identical. Each objection challenges the amount of the settlement benefits and/or the turnover of control to the sponsor. The Court will identify each of those objections and provide [*20] a brief overview of the substance of each one.

1. Zef Lulgjuraj

Mr. Lulgjuraj owns Units 38D, 3D and 39C, residing in 38D and renting 3D and 39D to tenants. All three units owned by Mr. Lulgjuraj are five rooms and have been valued at \$170,000 by the settlement agreement. Mr. Lulgjuraj also owns garages 28 and 46 which have been valued at

\$5,000 each. Mr. Lulgjuraj asserts that if he sold his units to the Sponsor in accordance with the settlement, he would not receive fair value in exchange. Mr. Lulgjuraj attaches an appraisal report performed in February 2015 by a licensed real estate appraiser which appraises unit 3D at \$178,000.

Mr. Lulgjuraj attaches MLS listings of similar units within a five mile radius of Brookdale Gardens, many of which list for well over the amount offered under the settlement agreement.

Mr. Lulgjuraj argues that the Sponsor should buy the units at a higher price because the Sponsor will be able to rent the units for well over the \$1,800/month Mr. Lulgjuraj currently charges his tenants. Mr. Lulgjuraj also claims that he [*21] has spent approximately \$30,000 in renovations for each of the units he owns. As such, Mr. Lulgjuraj proposes an increase of at least \$30,000 for each unit, and an increase of \$2,000 for each garage. That is, Mr. Lulgjuraj would like to receive \$200,000 for each of his units and \$7,000 for each garage.

2. Valentina Gumenyuk and Oleg Korzyukov

Ms. Gumenyuk and Mr. Korzyukov purchased Unit 74A, a four room unit, in October 2014 while the instant lawsuit was ongoing. Their first objection to the settlement agreement is that they would be unable to buy a comparable unit in the same area for the amount of money offered by the settlement agreement. They also object to the Sponsor having total control over the Association and Board as well as the non-Sponsor unit owners having no control despite paying association fees and taxes.

3. Therese Anglin

Ms. Anglin reports that she has owned Unit 87A since February 1989, which comprises of 4 rooms. Ms. Anglin takes issue with the fact that the sale price offered by the settlement is "across the board" for all class members and does not account for improvements that some owners have made to their units. Ms. Anglin claims that she has installed new

⁵ As explained below, the Court originally received 19 objections but it was later determined that one of those objections was received in error.

2015 N.J. Super. Unpub. LEXIS 2137, *21

windows, [*22] replaced the entire kitchen, including appliances, installed a new hardwood floor in the living room due to damage from a steam leak, replaced the toilet and sink in the bathroom, renovated two hallway closets into one large closet, installed crown molding in the living room, and planted a garden. Ms. Anglin argues that she should receive a higher price for her Unit based on these improvements because they will save the Sponsor time and money and allow them to obtain a higher rent once it assumes ownership over her unit. In addition to submitting her written objection, Ms. Anglin testified at the fairness hearing about the value of improvements made to certain units.

4. Linda Grotenstein and Jessica Grotenstein

The Grotensteins report that they purchased unit 14D in December 2007 for \$188,000. The Grotensteins allege that the Sponsor will likely sell the property for millions of dollars for development once it regains control. To bolster their theory regarding the Sponsor's intentions, the Grotensteins attach several judicial decisions involving the Bistricers as defendants in cases where they allegedly acted wrongfully in certain real estate or finance transactions. The Grotenstein's [*23] also attach articles portraying David Bistricer as the "worst city landlord" in Brooklyn and noting his presence of then-Public Advocate Bill de Blasio's Worst Landlord Watchlist.

In light of the profit the Sponsor stands to gain through its alleged plans to sell the entire property, the Grotensteins assert that in exchange for the sale of their unit, they should receive fair market value as established in other condominium communities in and around Bloomfield. Like many of the other objectors, the Grotensteins have submitted listings in Bloomfield currently on the market to illustrate the alleged discrepancy between the sale price under the settlement agreement and the fair market value.

In addition to submitting a written objection, Linda Grotenstein testified at the fairness hearing regarding her improvements and her concerns about

the Sponsor regaining control over the condominium.

5. Kathleen Karcher

Ms. Karcher disagrees with the settlement offer for two reasons. First, she argues that the prices being offered for the units under the settlement agreement are less than current selling prices of similar units in less desirable locations. Specifically, Ms. Karcher asserts that: a 2.5 [*24] room unit, offered for \$127,500 under the settlement agreement sells for between \$135,000 and \$149,000; a 3.5 room unit, offered for \$136,500 under the settlement agreement, sells for between \$149,000 and \$169,000; a 4 room unit, offered for \$141,500 under the settlement agreement, sells for between \$169,000 and \$239,000; and that a 5 room unit, offered for \$170,000 under the settlement agreement, sells for between \$195,000 and \$245,000. Ms. Karcher argues that not only are the comparable units offered for higher sales prices, but such comparable units are in much less desirable locations than Brookdale Gardens. Ms. Karcher also argues that garages should be valued higher than \$5,000, which Ms. Karcher asserts was the original purchase price in 1989, because they are currently in high demand due to limited parking.

In addition to the alleged disparities between the prices offered under the settlement and the asking prices for comparable units, Ms. Karcher also objects to the governance structure proposed under the settlement. Particularly, Ms. Karcher asserts that the Sponsor's main objective is "to maxim[ize] rental income at the expense of proper management and maintenance." As such, Ms. Karcher [*25] alleges that all improvements made by the non-Sponsor unit owners when they regained control of the Board will be undone. Specifically, Ms. Karcher claims that "the living conditions will quickly become unhealthy and unsanitary for everyone who lives in this complex" because the Sponsor will fail to pay for maintenance. In light of these concerns, Ms. Karcher proposes that the Board should be equally comprised of both Sponsor and non-Sponsor unit owners, notwithstanding that

non-sponsor unit owners will be the smallest minority if the settlement is approved.

The following individuals submitted identical objections to Ms. Karcher's objection, which were submitted together with Ms. Karcher's objections: Malgorzata Jaroszyk⁶, Joseph Spera, Jr.⁷, Michael Gatton, Shahid Liaqat, Michael Cucolo, Fabian Araujo, Patricia Dunn, Bella Broberg, John Lauvo III, Gloria Rafiq, Gustavo Villafuerte, Yolanta Lubinska, Santiago R. Vinueza and Tim Kelly. These "form" objections echo Ms. Karcher's concerns, namely that the purchase price offered under the settlement is lower than the current multiple listing prices for comparable sized units within a five mile radius of Brookdale Gardens, and that the Sponsor [*26] should not have sole control over the Board. These objections parrot Ms. Karcher's fear that the Sponsor will erase the progress and improvements made to the condominium achieved when the non-Sponsor unit owners regained control of the Board.

EXPERT RESPONSES TO THE PROPOSED CLASS ACTION SETTLEMENT

Defendants submitted two expert reports to address the two principal concerns raised by the objections, namely the sale price for the units and the turnover of control over the Board to the Sponsor. These experts testified at the fairness hearing and were available for cross-examination.

Jon P. Brody, President of Appraisal Consultants Corporation, prepared an analysis addressing the reasonableness [*27] of the Sponsor's offered purchase price for the units. Mr. Brody is a state

⁶The Court is unable to ascertain the correct spelling of this class member's name, as her name is handwritten on the objection form and is somewhat illegible.

⁷On July 17, 2015, the Court was advised of an e-mail exchange between Mr. Van Nostrand, attorney for the Sponsor, and Martha M. Spera, Mr. Spera's wife, in which Martha Spera denied that she or her husband never intended to object to the settlement, and confirmed that they had in fact submitted a signed claim form agreeing to sell their unit.

certified General Appraiser and is a Senior Residential Appraiser, Counselor of Real Estate and Member of the Appraisal Institute. In his report, Mr. Brody explains that he inspected the exterior of Brookdale Gardens and researched sales of comparable individual units in Bloomfield taking place between 2010 through 2015. Mr. Brody concludes that overall, the settlement agreement values exceed the overall average sales price per square foot.

Mr. Brody specifically addressed the appraisal report submitted by Mr. Lulgjuraj and testified that the report actually further supports that the settlement amounts are more than fair market value. Mr. Lulgjuraj's appraiser's report values one of his units at \$178,000, and the settlement values his unit at \$170,000. Mr. Brody explains that, in a typical transaction, the seller would be responsible for a brokerage fee, traditionally 5%. As such, the seller would net only \$169,100 in a typical sale at a \$178,000 sale price.

As to the assertion by some Class Members that the settlement value did not take into consideration certain improvements made to particular units, Mr. Brody [*28] acknowledged that no one unit was perfectly comparable to any Class Member's unit. However, Mr. Brody explained that his pool of sales data included a diverse range of units that included both units that had been improved and upgraded as well as older units with no upgrades. As such, on average, his analysis reflected the breakdown of units at Brookdale Gardens.

As to the multiple listings submitted with many of the objection letters, Mr. Brody asserts that multiple listings are not evidence of a market value transaction.

Defendants' other expert, J. David Ramsey, Esq., addressed the objections regarding the return of control of the governing board of the Association to the appointees of the Sponsor. Mr. Ramsey is an attorney with Becker & Poliakoff, LLP and specializes in condominium law. Mr. Ramsey concludes that Class Members may waive the

2015 N.J. Super. Unpub. LEXIS 2137, *28

statutory provision under the Condominium Act which requires the Sponsor to sell units in the ordinary course of business and the right to contest the Sponsor's control, because courts have held that statutory rights, albeit under other legislative acts, may be waived if the waiver is clear and explicit. Mr. Ramsey asserts that no case in New Jersey [*29] has addressed a waiver of rights under the New Jersey Condominium Act, but cites *Scully v. Tillery*, 456 Mass. 758, 926 N.E.2d 154 (2010), a case out of the Supreme Court of Massachusetts, for the proposition that provisions of the Condominium Act may be waived.

At the fairness hearing, Mr. Ramsey testified that the Condominium Act is an enabling statute rather than a remedial statute. In other words, the purpose of the Condominium Act is to set forth the parameters for establishing a condominium, but does not contain provisions intended to address wrongdoing or impropriety of the developer with regard to the Act. With this concept of the Condominium Act, Mr. Ramsey explained that the provision turning control over to the non-sponsor unit owners when the Sponsor fails to sell additional units is an optional provision. That is, according to Mr. Ramsey, the statute does not automatically transfer control to non-sponsor unit owners. Instead, the non-sponsor unit owners must choose whether they wish to control the Board or simply leave the Sponsor in control despite its failure to sell additional units. According to Mr. Ramsey, this elective turnover of control distinguishes New Jersey's Condominium Act from the Uniform Act, under which control [*30] automatically reverts to the non-sponsor unit owners in the event the Sponsor fails to offer additional units for sale. Mr. Ramsey opined that by accepting the settlement agreement, the Class Members are declining to exercise their statutory "option" to seize control back from the Sponsor. Thus, in Mr. Ramsey's opinion, the Class Members are in reality not "waiving" any statutory provisions, but are instead choosing a course of action permitted under the statute. In either event, according to Mr. Ramsey, voluntarily returning

control to the Sponsor is not against the public policy of this state.

Mr. Ramsey also points out that under the settlement agreement, the Sponsor only maintains its control over the condominium unless and until it sells sufficient units to trigger the statutory gradual transfer of control of the governing board. In other words, while the Sponsor is not *obligated* to sell any additional units, if it chooses to do so, it must comply with the statutory provisions of *N.J.S.A. 46:8B-12.1*.

As noted, Class Members were given the opportunity to cross-examine both experts.

DISCUSSION

I. Laws and Regulations Governing Condominiums

Brookdale Gardens is a condominium complex. In New Jersey, [*31] the creation and operation of condominiums are primarily governed by the Condominium Act, *N.J.S.A. 46:8B-1 et seq.*⁸ The term "condominium" is defined under the Condominium Act as a form of ownership of real property under a master deed providing for ownership by one or more owners of units of improvements together with an undivided interest in the common elements appurtenant to each unit. *N.J.S.A. 46:8B-3(h)*. A unit owner therefore "has a fee simple title to and enjoys exclusive ownership of his or her individual unit while retaining an undivided interest as a tenant in common in the facilities used by all of the other unit owners." *Fox v. Kings Grant Maint. Ass'n*, 167 N.J. 208, 219, 770 A.2d 707 (1999) (citing *Siller v. Hartz Mountain Assoc.*, 93 N.J. 370, 375, 461 A.2d 568, cert. denied, 464 U.S. 961, 104 S. Ct. 395, 78 L. Ed. 2d 337 (1983)).

⁸The Condominium Act became effective January 7, 1970. The predecessor to the Condominium Act was the Horizontal Property Act, *N.J.S.A. 46:8A-1*.

A. *Creation of Condominiums*

The Condominium Act provides that a condominium is created and established by "recording in the office of the county recording officer of the county wherein the land is located a master deed". [N.J.S.A. 46:8B-8](#). Among other things, the master deed must include by-laws, the voting rights of unit members, and the name of the association. [N.J.S.A. 46:8B-9](#). The master deed must also include "such other provisions, [*32] not inconsistent with this act, as may be desired but not limited to restrictions or limitations upon the use, occupancy, transfer, leasing or other disposition of any unit (provided any such restriction or limitation shall be otherwise permitted by law) and limitations upon the use of common elements." [N.J.S.A. 46:8B-9\(m\)](#). The Act provides that the association may be either a corporation or other business entity recognized in New Jersey, and "shall be responsible for the administration and management of the condominium and condominium property, including but not limited to the conduct of all activities of common interest to the unit owners." [N.J.S.A. 46:8B-12](#).

The Planned Real Estate Development Full Disclosure Act ("PREDFDA"), [N.J.S.A. 45:22A-21 et seq.](#), places additional requirements on a developer who seeks to construct a condominium or convert an existing form of real estate into a planned development, as is expressly made applicable to condominiums. [N.J.S.A. 45:22A-23\(h\)](#). Pursuant to PREDFDA, a developer of a condominium project may not offer or dispose of any interest in the project until the project is registered with the Division of Codes and Standards of the State Department of Community Affairs. [N.J.S.A. 45:22A-26\(a\)\(1\)](#); [N.J.A.C. 5:26-2.1](#) [*33]; [N.J.S.A. 45:22A-24](#).

The PREDFDA also requires that a developer submit for approval along with the registration application a public offering statement or prospectus, describing the characteristics of the

development. [N.J.S.A. 45:22A-28](#). The purpose of the public offering statement is to disclose fully and accurately exactly what is being sold, and to state to prospective purchasers "all unusual or material circumstances or features" of the development. [N.J.S.A. 45:22A-28\(a\)](#). The statute also directs the developer to clearly and understandably set forth the "totality of rights, privileges, obligations and restrictions, comprehended under the proposed plan of development." [N.J.S.A. 45:22A-28\(d\)](#). Where a developer seeks to convert property into a condominium, the developer must serve upon all tenants in the building being converted a copy of the proposed public offering statement simultaneously with the filing of an application for registration with the Department of Community Affairs. [N.J.A.C. 5:26-9.3\(a\)](#). Further, the developer may not dispose of any lot, parcel, unit or interest in a planned real estate development without providing the purchaser with a current public offering statement on or before the contract date. [N.J.A.C. 5:26-4.1\(a\)](#).

The Public [*34] Offering Statement ("POS") for Brookdale Gardens was issued in August 1987. At that time, the sponsor was River Broad Corporation. Among other things, the POS advised prospective unit purchasers that control of the condominium would gradually turn over to the Sponsor depending on the amount of units owned and sold by the Sponsor. Specifically, it provided that in the event that 25% of the units are sold, non-sponsor unit owners shall elect no less than 25% of the Board of Trustees. In the event that 50% of the units are sold, no less than 40% of the members of the Board of Trustees shall be elected by non-sponsor unit owners. Finally, in the event that 75% of the units are sold, non-sponsor unit owners may elect the entire Board of Trustees, except that the Sponsor may retain one member on the Board of Trustees as long as any units remain unsold in the regular course of business.

B. *Governance of Condominiums*

2015 N.J. Super. Unpub. LEXIS 2137, *34

The Condominium Act sets forth a comprehensive governance scheme for condominiums and their associations. The Condominium Act provides for the creation of a condominium association which "shall be responsible for the administration and management of the condominium and condominium [*35] property, including but not limited to the conduct of all activities of common interest to the unit owners." [N.J.S.A. 46:8B-12](#).

The association is charged with the maintenance of the common elements and the "assessment and collection of funds for common expenses and the payment thereof," along with various other duties set forth in [N.J.S.A. 46:8B-14\(b\)](#). The condominium association carries out these functions through its elected officers and governing board. [N.J.S.A. 46:8B-12.1](#) sets forth a comprehensive system for the composition of the Board, designed to "prevent a developer from having lingering control over an association." *Fox, 167 N.J. at 221*. The control of the association's governing body is initially vested in the Sponsor, but the Condominium Act mandates a gradual relinquishment of this control at a rate based on sales of the units. Under [N.J.S.A. 46:8B-12.1\(a\)](#):

[w]hen unit owners other than the developer own 25% or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than 25% of the members of the governing board or other form of administration of the association. Unit owners other than the developer shall be entitled to elect not less [*36] than 40% of the members of the governing board or other form of administration upon the conveyance of 50% of the units in a condominium. Unit owners other than the developer shall be entitled to elect all of the members of the governing board or other form of administration upon the conveyance of 75% of the units in a condominium. *However, when some of the units of a condominium have been conveyed to purchasers and none of the*

others are being constructed or offered for sale by the developer in the ordinary course of business, the unit owners other than the developer shall be entitled to elect all of the members of the governing board or other form of administration.

Notwithstanding any of the provisions of subsection a of this section, the developer shall be entitled to elect at least one member of the governing board or other form of administration of an association *as long as the developer holds for sale in the ordinary course of business one or more units in a condominium operated by the association.*

[N.J.S.A. 46:8B-12.1\(a\)](#) (emphasis added). By way of this provision, "the [Condominium Act] phases out the developer's representation on the association's governing board". *Fox, 167 N.J. at 221*. The Condominium Act also [*37] prohibits developers from entering into long-term employment, service or maintenance contracts before unit owners take control of the association's board. [N.J.S.A. 46:8B-12.1](#). These provisions demonstrate the Legislature's intent to "ensure that the *unit owners*—not the developer—exercise control over their condominium boards, and by extension their common elements." *Fox, 167 N.J. at 225* (emphasis in original). As stated by the Supreme Court of New Jersey, "in a condominium unit, the unit owners' interests take precedence over any outside interest, [and] any governance scheme that conflicts with the recognition of that interest is inconsistent with and in violation of the [Condominium] Act." *Id. at 227*. As discussed above, the Court therefore ordered that non-sponsor unit owners were entitled to elect all members of the governing board in accordance with [N.J.S.A. 46:8B-12.1\(a\)](#) due to the fact that the Sponsor prevented the sale of additional units. *See July 6, 2012 Opinion*.

Under the proposed settlement agreement, the Sponsor must buy out any unit owner who wishes to sell its unit(s), as many owners claimed they

were "stuck" in Brookdale Gardens because the Sponsor's control diminished the value of their units and because no banks would [*38] provide financing for a purchase in Brookdale Gardens due to the fact that 80% of the units were owned by the Sponsor. However, as a *quid-pro-quo* for the right to be bought out, the Class Members agree to essentially vacate the Court's July 6, 2012 Order by allowing the Sponsor to maintain full control over the Board, despite its failure to offer any additional units for sale in contravention of [N.J.S.A. 46:8B-12.1](#). Thus, the Court is faced with the significant legal questions of whether the Condominium Act's progressive governance scheme is waivable such that Class Members and future owners may lawfully agree to subject themselves to the full control of the Sponsor despite the Sponsor's failure to sell units.

Neither the Appellate Division nor the Supreme Court of this state have ruled on the threshold issue of whether the provisions of the Condominium Act are waivable. However, in [Amir v. D'Agostino, 328 N.J. Super. 141, 744 A.2d 1233 \(Law Div. 1998\)](#), the court suggested that a waiver of the statutory provisions of the Condominium Act was possible. In [Amir](#), the court held that where a condominium developer elected to impose certain use restrictions, it was mandatory to include those restrictions in the master deed in accordance with [N.J.S.A. 46:8B-9. Id. at 151](#). Because the master [*39] deed failed to set forth the restrictions, the court held they were unenforceable against the other units. *Id.*

After deciding that the restrictions were not enforceable, the court analyzed whether the defendants, by enjoying the benefits extended by the deeds, nevertheless waived the statutory protection to have the restrictions placed in the master deed and were thus estopped from resisting the effort to enforce them. [Id. at 159-60](#). The court explained that for waiver to apply, the "plaintiff would have to show that the [defendants] knew that there was a statutory protection available and then elected to waive it." [Id. at 160](#). In other words, a waiver of the Condominium Act, like that of other

statutory provisions, would have to be knowing and voluntary. *See e.g., Knorr v. Smeal, 178 N.J. 169, 177, 836 A.2d 794 (2003)* ("An effective waiver requires a party to have full knowledge of his legal rights and intent to surrender those rights.") While the court in *Amir* ultimately found that the plaintiff made no such showing, it suggested that such a waiver was at least possible.

Here, based on the notice distributed to the class, the Court finds that the Class Members knew there was a statutory protection available and elected to waive it. Further, the statutory [*40] provision relating to the Sponsor's control of the complex was the basis of several motions and court decisions in the earlier stages of this case. For example, the Court's July 6, 2012 and August 30, 2013 Opinions were decided on the basis of [N.J.S.A. 46:8B-12.1\(a\)](#), which entitles non-Sponsor unit owners to maintain control of the complex under certain circumstances. Thus, the parties to this case are familiar with the statutory protection ensuring them representation on the Board in the event the Sponsor sells units, and have voluntarily given up that protection by agreeing to be part of the settlement.

As to those Class Members that were not parties to the litigation before it became a class action, they received notice upon preliminary approval of the settlement advising them that by accepting the settlement, they are giving up their legal right to challenge the changes to the governance structure at Brookdale. *See* Notice, p. 5.

As to future owners, the Court is satisfied that they may be bound by the control provisions of the settlement, so long as the Master Deed is amended to clearly advise prospective purchasers that per the instant settlement agreement, the Sponsor maintains full control [*41] of the complex. However, at the same time, if the Sponsor elects to sell at least 25% of the Units, then the progressive control provision of [N.J.S.A. 46:8B-12.1\(a\)](#) is triggered. In [Amir](#), the court held that where a condominium developer elected to impose certain use restrictions, it was

mandatory to include those restrictions in the master deed in accordance with [N.J.S.A. 46:8B-9](#). [Amir, 328 N.J. Super. at 151](#). Because the master deed failed to set forth the restrictions in that case, the court held they were unenforceable against the other units. *Id.*

The Court finds the concepts illustrated and alluded to in [Amir](#) are applicable to this case. That is, a master deed must refer to any limitation or alteration of the rights and obligations of a unit owner. So long as the master deed provides notice of the provision, any party purchasing that unit is bound by it. The Court finds no reasoned basis to treat a restriction on use and occupancy of a unit differently than a restriction on a unit owner's participation in governance of the complex. Moreover, [N.J.S.A. 46:8B-9\(m\)](#) appears to be a "catch all" by providing that the master deed must include "such other provisions, not inconsistent with this act, *as may be desired*". *Id.* (emphasis added). The statute [*42] does not limit the types of "provisions" that "may be desired" by a Sponsor except for requiring that they not be inconsistent with the Condominium Act.⁹ Presumably then, the Sponsor may modify the governance of the complex as long as it places a provision to that effect in the master deed, and such a provision is not inconsistent with the Condominium Act. Under [N.J.S.A. 46:8B-11](#), "[t]he master deed may be amended or supplemented in the manner set forth therein."

The Court finds that, based on an analysis of the precise language used in [N.J.S.A. 46:8B-12.1\(a\)](#), it is not inconsistent with the Condominium Act in and of itself, without challenge by the unit owners, to vest control of the Association in the Sponsor notwithstanding its failure to offer for sale any of its units in the complex. That is, while the Court previously held in its July 6, 2012 Opinion that control of the Association should equitably be turned over to the Plaintiffs based on their

challenge to the Sponsor's failure to offer units for sale, it does not necessarily follow that the Sponsor's failure to offer units *automatically* results in a violation [*43] of the statute unless challenged by the non-Sponsor unit owners. [N.J.S.A. 46:8B-12.1\(a\)](#) provides, in relevant part, that "when some units of a condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, the unit owners other than the developer shall be *entitled* to elect all of the members of the governing board or other form of administration." *Id.* (emphasis added). Significantly, [N.J.S.A. 46:8B-12.1\(a\)](#) does *not* provide that the unit owners *shall* elect all the members of the Board when the Sponsor fails to offer units for sale in the ordinary course of business. The Legislature's placement of "be entitled to" after "shall" suggests that the transfer of control to non-sponsor unit owners does not happen automatically, and that the non-sponsor unit owners must voluntarily elect to exercise their entitlement to elect the members of the Board. Thus, the class members who accept the modified deed detailing the Sponsor's exclusive control over the complex are in essence exercising their right not to elect members of the Board consistent with the Condominium Act.

Further supporting this interpretation is the Uniform [*44] Condominium Act.¹⁰ Section 3-103 of the Uniform Condominium Act relates to the Association's control of a condominium complex and the manner in which the Board members are elected. Subsection (d) of that provision relates to the phasing out of Sponsor control and provides in relevant part that "a period of [Sponsor] control terminates no later than the earlier of: (i) [60] days after conveyance of [75] percent of the units which

⁹ Similarly, [N.J.S.A. 46:2B-7](#) provides that "[a]ny agreement contrary to the provisions of this act shall be void."

¹⁰ As of 2003, the Uniform Condominium Act had been adopted by Alabama, Arizona, Maine, Minnesota, Missouri, Nebraska, New Hampshire, New Mexico, North Carolina, Pennsylvania, Rhode Island, Texas, Virginia and Washington. The District of Columbia, Louisiana, Michigan and Wisconsin have enacted fragmented portions of the Uniform Condominium Act. [Powell on Real Property § 54A.02](#)

may be created to unit owners other than a [Sponsor]; (ii) [2] years after all [Sponsors] have ceased to offer units for sale in the ordinary course of business; or (iii) [2] years after any development right to add new units was last exercised." Uniform Condominium Act § 3-103. Notably absent from this provision is the "shall be entitled" language found in [N.J.S.A. 46:8B-12.1](#), which suggests that the shift of control from the Sponsor to the unit owners occurs automatically under the Uniform Condominium Act. New Jersey has not adopted the Condominium Act, suggesting that the Legislature prefers to retain the "shall be entitled" language enacted in its Condominium Act. Thus, because it is not inconsistent with the Condominium Act to allow the Sponsor to control to Board, the Court finds that as long as the [*45] Sponsor amends the Master Deed of Brookdale Gardens to reflect the changes to its governance structure, Class Members who currently own a unit in Brookdale and future purchasers of a unit may be bound by those changes.

The Court must also resolve whether unit owners who affirmatively opt out of the proposed settlement agreement, and thus elect to remain in Brookdale Gardens and not submit a claim under the settlement, may nevertheless be bound to the governance provisions of the settlement agreement. The Court has undertaken extensive research on this issue and has found that, under certain unique circumstances, courts have found it appropriate to bind opt-outs to limited provisions of the settlement agreement. For example, the Third Circuit has approved a settlement where class members were given an opportunity to opt-out [*46] after the initial opt-out period expired based on factors such as, by way of example, a concern that there would be no funds left in the settlement trust to pay their claims.¹¹ See *In re Diet Drugs Prods. Liab. Litig.*,

275 F.3d 34 (3d Cir. 2001); [In re Diet Drugs \(Phentermine/Fenfluramine/Dexfenfluramine\) Prods. Liab. Litig., 369 F.3d 293, 317 \(3d Cir. 2004\)](#). Those who exercised this "back-end" opt-out right were not given the same unlimited right to sue the defendant in the tort system as were the initial opt-outs. Instead, those who exercised the back-end opt-out right were restricted from seeking certain types of relief, such as punitive, exemplary, or multiple damages. See [Diet Drugs II, 369 F.3d at 296](#). The Third Circuit characterized the treatment of the back-end opt-outs as follows:

The settlement approved and supervised by the District Court in this case is a landmark effort to reconcile the rights of millions of individual plaintiffs with the efficiencies and fairness of a class-based settlement. Critical to this effort was the allowance of downstream opt-outs, so that potential class members were not faced with an all-or-nothing decision at the threshold. To make this allowance meaningful, the settlement had to protect Wyeth against its largest fear, potentially ruinous punitive damage awards. At the same time, it had to allow intermediate opt-out plaintiffs [*47] to have a fair chance to litigate their claims and obtain those damages that were expressly preserved.

Id. at 318. Professor Rhonda Wasserman, who published a scholarly article particularly on the restrictions placed upon opt-outs in the series of cases generated from the above diet drug litigation, explained that "it is fair to say that the entire settlement was predicated on the class action court's ability to bind those who declined to opt out initially by the restrictions built into the Settlement Agreement." Wasserman, [49 Wm. & Mary L. Rev., at 410](#) (2007).

The Court finds that the instant matter presents similarly unique circumstances that justify and warrant limiting those who opt-out from asserting claims against the Sponsor regarding its exclusive control over the Board after the effective date of the

¹¹ This unique type of opt-out was referred to by the district court and Third Circuit as a "downstream" or "back-end" opt-out right, which connotes a delayed or second opportunity to opt-out. See Rhonda Wasserman, *The Curious Complications with Back-end Opt-out Rights*, [49 Wm. & Mary L. Rev. 373, 377](#) (2007).

2015 N.J. Super. Unpub. LEXIS 2137, *47

settlement. In other words, the opt-outs in this case, while permitted to pursue their initial claims for diminution of value against the Sponsor, are not given the same unlimited [*48] ability to sue that an opt-out typically has. Specifically, opt-outs will be limitedly bound to only those provisions regarding control of the complex returning to the Sponsor. The instant settlement agreement can be characterized as a herculean effort to reconcile a case that has been pending in the Superior Court for *at least* 15 years with barely any progress as to a settlement agreement, until now. Crucial and integral to this settlement agreement was the Sponsor's ability to maintain exclusive control over the Board in exchange for its obligation to buy out any unit owners who wished to leave Brookdale Gardens.

Without this provision and the concomitant assurance its control would not be challenged, the Sponsor would be unwilling to make such a commitment. In other words, obtaining full control over the Board is the foundation and lynchpin of the settlement agreement. If the two opt-outs were given free rein to challenge this provision, which is the product of extensive and lengthy negotiation, the Sponsor would not receive the benefit of the bargain in agreeing to the settlement. Thus, like the defendant in the diet drugs litigation, in providing the opt-outs with the ability to [*49] litigate their initial claims and receive damages, the Sponsor seeks to protect itself against "its largest fear," which is the loss of control over the Board of the complex. In order to strike this balance, the settlement agreement removes only one type of claim the opt-outs may bring against the Sponsor, while allowing them to preserve any and all other claims.

In addition, the opt-outs are receiving a benefit which justifies the limited restriction on the right to challenge control of the complex. By concluding the instant litigation, which otherwise does not have an end in sight, the Association, and thus the unit owners, will no longer have to devote funds to the litigation. Thus, in light of the unique, complex,

and long-contested circumstances and issues in this case, the Court finds it fair and reasonable to place certain restrictions on the claims the opt-outs may pursue against the Sponsor.

Finally, an additional rationale exists for the limited restrictions on the opt-outs to challenge the control provision. Specifically, the settlement agreement, as a whole, based on the various competing interests and the inherent difficulties in otherwise achieving justice for the Class [*50] Members, is fair and equitable. The Court's equitable powers are warranted to limitedly bind the opt-outs to the control provisions, as the Court has "broad discretionary power to adapt equitable remedies to the particular circumstances of a given case." [*Marioni v. Roxy Garments Delivery Co.*, 417 N.J. Super. 269, 275, 9 A.3d 607 \(App. Div. 2010\)](#). Indeed:

Equitable remedies 'are distinguished for their flexibility, their unlimited variety, their adaptability to circumstances, and the natural rules, which govern their use. There is in fact no limit to their variety and application; the court of equity has the power of devising its remedy and shaping it so as to fit the changing circumstances of every case and the complex regulations of all the parties.'

[*Sears, Roebuck & Co. v. Camp*, 124 N.J. Eq. 403, 411-12, 1 A.2d 425 \(1938\)](#) (quoting Pomeroy's Equity Jurisprudence, sec. 109). In light of the unique circumstances of the instant matter and the Court's broad equitable powers to shape an appropriate remedy tailored to such circumstances, the Court finds it fair, reasonable and equitable to limit those who opt-out from contesting the Sponsor's control over the Board granted by the settlement agreement.

Class Action Law

In addition to the Condominium Act and the PREDFDA, the Court must also consider class action jurisprudence, as the matter has been

converted into [*51] a class action. A class action is a litigation device that "permits one or more individuals to act as plaintiff or plaintiffs in representing the interests of a larger group of persons with similar claims." Lee v. Carter-Reed Co., L.L.C., 203 N.J. 496, 517, 4 A.3d 561 (2010). Class actions are a means through which many litigants with similar claims who otherwise would not have the resources to seek legal redress through the judicial system can band together against a "corporate entity that wields enormous economic power." Id. at 518. For this and other reasons, class actions are looked upon favorably by courts in New Jersey. "Unitary adjudication through class litigation furthers numerous practical purposes, including judicial economy, cost-effectiveness, convenience, consistent treatment of class members, protection of defendants from inconsistent obligations, and allocation of litigation costs among numerous, similarly-situated litigants." Iliadis v. Wal-Mart Stores, Inc., 191 N.J. 88, 104, 922 A.2d 710 (2007). The end result of a class action is that "[m]embers of the represented class are bound by the results of the litigation, for better or worse, unless they opt out of the class-action lawsuit." Lee, 203 N.J. at 518 n.9.

The class action device in New Jersey is authorized by New Jersey Court Rule 4:32-1 and -2, which set forth the requirements for maintaining a [*52] class action. While courts in New Jersey have held that the class action rule should be liberally construed in favor of certifying a class action, parties seeking to proceed as a class must nevertheless meet certain requirements. Specifically, plaintiffs requesting to proceed as a class action must establish the threshold requirements of numerosity, commonality, typicality and adequacy of representation set forth in R. 4:32-1(a). Once the threshold requirements have been met, plaintiffs also must satisfy one of the three alternative requirements set forth in R. 4:32-1(b). Before approving a class action settlement, a court must first determine whether the requirements of R. 4:32-1(a) and (b) have been satisfied. In re Pet Food Prods. Liab. Litig., 629

F.3d 333, 341 (3d Cir. 2010).¹² When deciding certification, the court must not make a preliminary decision on the merits of the claim. Delgozzo v. Kenny, 266 N.J. Super. 169, 180-81, 628 A.2d 1080 (App. Div. 1993).

I. Requirements of 4:32-1(a) and (b)

A. R. 4:32-1(a)

1. Numerosity [*53]

Rule 4:32-1(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." In the instant matter, there are 75 putative class members. "There is no precise number that distinguishes between a class that satisfies the condition of numerosity and one that does not." Fink v. Ricoh Corp., 365 N.J. Super. 520, 557, 839 A.2d 942 (Law Div. 2003). In Saldana v. City of Camden, 252 N.J. Super. 188, 193, 599 A.2d 582 (App. Div. 1991), the court found that a class comprised of 81 property owners seeking relief against a city for property damage caused by failure to implement a policy regarding City-owned abandoned buildings was "sufficiently large" to meet the numerosity requirement. The Court finds that the putative class of 75 members meets the numerosity requirement.

2. Commonality

Rule 4:32-1(a)(2) requires that there be "questions of law or fact common to the class." New Jersey has followed the approach under the Federal Rule which holds that "'a single common question is sufficient.'" Delgozzo, 266 N.J. Super. at 185

¹² Because New Jersey's class action rule is modeled after Federal Rule of Civil Procedure 23, New Jersey courts often use federal precedent as guidance for class action issues. See Delgozzo v. Kenny, 266 N.J. Super. 169, 189, 628 A.2d 1080 (App. Div. 1993). However, New Jersey courts have interpreted R. 4:32-1 more liberally than the federal rule, often holding that a class *must* be certified unless there is a "clear showing that it is improper or inappropriate." Gross v. Johnson & Johnson-Merck Consumer Pharms. Co., 303 N.J. Super. 336, 341, 696 A.2d 793 (Law Div. 1997).

(quoting *In re Asbestos School Litigation*, 104 F.R.D. 422, 429 (E.D.Pa.1984), *aff'd in part and vacated in part sub nom*, *In re School Asbestos Litigation*, 789 F.2d 996 (3d Cir.), *cert. den.*, 479 U.S. 852, 107 S. Ct. 182, 93 L. Ed. 2d 117 (1986)).

Plaintiffs have put forth questions of both law and fact that are common to all proposed class members. That is, Plaintiffs present the legitimate factual question of whether the actions of the Sponsor caused a diminution of value in condominium units in Brookdale Gardens and whether the [*54] Sponsor's ownership of 80% of the units in Brookdale Gardens prohibits non-sponsor unit owners from selling their units. Plaintiffs also present the legal question of whether the Sponsor is required to sell units in the ordinary course of business under the Condominium Act. Both of these questions are common to all proposed class members and thus the Court is satisfied that Plaintiffs have met the commonality requirement.

3. Typicality

The claims of a putative class representative are typical if they "have the essential characteristics common to the claims of the class." *In re Cadillac V8-6-4 Class Action*, 93 N.J. 412, 425, 461 A.2d 736 (1983) (quoting 3B James W. Moore et al., *Moore's Federal Practice* § 23.06-2 (2d ed. 1982)). The purpose behind the typicality requirement is "to align the interests of the class and the class representatives so that the latter will work to benefit the entire class through the pursuit of their own goals." *Barnes v. Am. Tobacco Co.*, 161 F.3d 127, 141 (3d Cir. 1998); *see also Goasdone v. Am. Cyanamid Corp.*, 354 N.J. Super. 519, 530, 808 A.2d 159 (Law Div. 2002) ("The expectation is a harmony of interest between the class action representatives and the class members, so that the class representatives by furthering their own goals are also furthering the goals of the class.") At the same time, "'typical' is not identical." *Osgood v. Harrah's Entm't, Inc.*, 202 F.R.D. 115, 124 (D.N.J. 2001) (quoting *Eisenberg v. Gagnon*, 766 F.2d 770, 786 (3d Cir. 1985), *cert. denied sub* [*55] *nom.*, *Wasserstrom v. Eisenberg*, 474 U.S. 946, 106 S. Ct.

342, 88 L. Ed. 2d 290 (1985)). Thus, "factual differences . . . 'will not render a claim atypical if the claims arises from the same event or practice or course of conduct that gives rise to the claims of the class members'". *Id.* (quoting *Baby Neal For and By Kanter v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994)).

The Court finds that the Plaintiffs' claims are typical and aligned with the interests of the rest of the class. Specifically, the claims of the Plaintiffs and of the class arise from the same alleged wrongful course of conduct by the Sponsor, i.e., failing to sell additional units in the complex and improperly managing and maintaining the complex while in control thereof. While Plaintiffs and Class Members may have bought their respective units at different times, and for different prices, and with different conditions, they all seek to challenge the legality of the Sponsor's decision not to sell any additional units in the complex on the grounds that such conduct violated the Condominium Act, prevented unit owners from selling their units, and caused units to decrease in value. Thus, Plaintiffs' claims "have the essential characteristics common to the claims of the class" and thus satisfy the typicality requirement. *In re Cadillac*, *supra*, 93 N.J. at 425.

4. Adequacy of Representation

Rule 4:32-1(a)(4) mandates that [*56] "the representative parties will fairly and adequately protect the interests of the class." *R. 4:32-1(a)(4)*. New Jersey has followed the Federal approach to determining adequacy in representation by requiring two factors be established: "'(a) the plaintiff's attorney must be qualified, experienced, and generally able to conduct the proposed litigation, and (b) the plaintiff must not have interests antagonistic to those of the class.'" *Delgozzo*, 266 N.J. Super. at 188 (quoting *In re Asbestos Sch. Litig.*, 104 F.R.D. 422, 430 (E.D. Pa. 1984)).

As to the adequacy of counsel, the Plaintiffs are represented by Laurence H. Olive, Esq. Mr. Olive has represented Plaintiffs for the past 15 years in

2015 N.J. Super. Unpub. LEXIS 2137, *56

this matter and is therefore highly familiar and experienced regarding the particular facts of the case, including its strengths and weaknesses, and is also familiar with Plaintiffs' complaints, concerns and desired outcomes. Mr. Olive is being assisted by Arthur C. Hopkins, Jr., Esq. It is clear that Mr. Olive is fully able and competent in conducting the proposed litigation, as he has obtained favorable outcomes for Plaintiffs in the past, namely the July 6, 2012 Order. The Association, which is aligned with Plaintiffs, is represented by E. Richard Kennedy, Esq., an attorney with Kennedy Wronko and Kennedy [*57] and who has approximately 40 years' experience in all aspects of condominium management and control.

As to the alignment of interests between the Plaintiffs and the proposed class members, the Court finds that Plaintiffs' interests are identical, not antagonistic, to those of the proposed class members. Plaintiffs are similarly situated to the proposed class members in that they seek to prove that their units diminished in value as a direct result of the Sponsor's alleged wrongful conduct. The Court has not been made aware of any reason why the proposed class members could possibly be disadvantaged by Plaintiffs attempt to show that their units have decreased in value as a result of the Sponsor's conduct and that they have been unable to sell their units for the same reason. For example, there is no reason why the proposed class members would have a more difficult time showing that the value of their units diminished by reason of Plaintiffs' attempt to prove same.

The Court acknowledges that the objectors' argument that the settlement price per unit fails to take into account improvements made to the unit could possibly be viewed as a weakness in the adequacy of representation. In other [*58] words, because some of the Plaintiffs may not have made improvements to their units, they do not have the incentive to advocate for a higher sale price per unit. However, the Court does not, on balance and considering the entirety of the settlement, find it problematic that some of the Plaintiffs may have

made improvements to their units, while others may not have, because the interests of the class representative and the absentee class members need not be identical. *Moore's Federal Practice* § 23.25[2][b][i] (Matthew Bender 3d Ed.). Instead, "the named plaintiff need only be an 'adequate' representative." *Id.*

Because there is no foreseeable conflict of interest and Plaintiffs and proposed class members share the same goal, the Court finds that the Plaintiffs' interests are not antagonistic to those of the proposed class members.

B. R. 4:32-1(b)

A class action is maintainable only if it falls within at least one of the following three categories authorized by R. 4:32-1(b):

- (1) the prosecution of separate actions by or against individual members of the class would create a risk either of:
 - (A) inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct [*59] for the party opposing the class, or
 - (B) adjudications with respect to individual members of the class that would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; or
- (2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; or
- (3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only

2015 N.J. Super. Unpub. LEXIS 2137, *59

individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The factors pertinent to the findings include:

- (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
- (C) the desirability or undesirability in concentrating the litigation of the claims in the particular [*60] forum; and
- (D) the difficulties likely to be encountered in the management of a class action.

The parties have relied on [\(b\)\(3\)](#) to certify the class. That is, the parties assert that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Members of a class certified under [\(b\)\(3\)](#) are afforded the opportunity to "opt-out" of the class. Members of a [\(b\)\(3\)](#) class "are automatically included and remain so unless they make a timely election to opt-out." [Sperling v. Hoffmann-La Roche, Inc., 24 F.3d 463, 470 \(3d Cir. 1994\)](#). Thus, a class member who does not come forward to opt-out is bound by any final judgment or settlement, even if that class member did nothing affirmative to "opt in." See [Wetzel v. Liberty Mut. Ins. Co., 508 F.2d 239, 250 \(3d Cir. 1975\)](#) (explaining that all members of a [\(b\)\(3\)](#) class who have not opted out, as well as all members of a [\(b\)\(2\)](#) class, are "bound by the res judicata effect of the judgment.").

Plaintiffs seeking to certify a class under [\(b\)\(3\)](#) must show that "the questions of law or fact common to the members of the class predominate over any questions affecting only individual

members, and [*61] that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." [R. 4:32-1\(b\)\(3\)](#). Thus, under [\(b\)\(3\)](#), plaintiffs must demonstrate two separate requirements: (1) "predominance" of the common issues and (2) the "superiority" of a class action over other available trial techniques.

In analyzing the predominance requirement, the court must "weigh the common issues against the individual issues." [Goasdone, 354 N.J. Super. at 539](#). The court must also conduct a "close analysis of the facts and law." [In re Cadillac, 93 N.J. at 434](#). The predominance prong does not require that all class members have identical issues, but instead requires a "common nucleus of facts." *Id.* (citing [Saldana v. City of Camden, 252 N.J. Super. 188, 197, 599 A.2d 582 \(App.Div.1991\)](#)). The presence of individual issues does not preclude certification under [\(b\)\(3\)](#), and class members need not be affected "in precisely the same manner." [Iliadis, 191 N.J. at 108-09](#).

In *Iliadis*, the Court found that the plaintiffs satisfied the predominance requirement. The proposed class in *Iliadis*, current and former employees of defendant Wal-Mart, alleged that defendant regularly denied its employees earned rest and meal breaks in contravention of its corporate policies. Based on this alleged conduct, the plaintiffs asserted claims for breach of contract, breach [*62] of the implied covenant of good faith and fair dealing, and violations of the Wage and Hour Law. The trial court found that the plaintiffs did not satisfy the predominance requirement based on the individual issues raised by Wal-Mart, and the appellate court affirmed.

In reversing the judgment of the appellate court, the Court explained that "[t]he core of the present dispute is whether Wal-Mart engaged in a systematic and widespread practice of disregarding its contractual, statutory, and regulatory obligations." *Id.* at 111. The Court found that the presence of some individual issues, such as whether particular employees voluntarily missed rest and

meal breaks, how much time was worked off-the-clock, and whether and the amount of damages suffered, did not preclude class certification. *Id. at 112.*

As in *Iliadis*, Defendants in this class action are alleged to have disregarded a statutory obligation to the detriment of the class. Specifically, the common factual and legal thread is whether the Sponsor acted wrongfully in failing to sell its units and in its management and governance of the complex. The class members also have in common the alleged detriment arising from this course of conduct, which is that [*63] they have been unable to sell their units and the units have diminished in value. It has been held that "in cases where it is alleged that the defendant . . . engaged in a common course of conduct, courts have found that conduct to satisfy the commonality and predominance requirements." *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 231 (D.N.J. 2005). The Court acknowledges that the units owned by each class member may vary in price, which affects the potential amount of damages suffered by each class member. However, "[t]he need to make individual determinations on the question of damages will not necessarily defeat (b)(3) certification." *Goasdone*, 354 N.J. Super. at 539 (citing *Delgozzo*, 266 N.J. Super. at 190). Further, courts are far more inclined to find that common issues predominate over individual issues in the context of a proposed settlement. *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 304 (3d Cir. 2011).

Indeed, "[e]ven mass tort cases arising from a common cause or disaster may, depending upon the circumstances, satisfy the predominance requirement" despite the generally wide variation in damages. *Amchem Prods. v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997). The proposed class in this case is far more cohesive than that in *Amchem*, where the Court found that the class did not satisfy the predominance requirement. In that case, the U.S. Supreme Court held that the proposed settlement class consisting of asbestos victims failed [*64] to meet the predominance requirement because the proposed

class members were exposed to the different asbestos products of over twenty companies during a variety of different activities. *Id. at 597*. In contrast, the proposed class in this case does not involve such wide variation in each class member's particular circumstances, as the alleged harm stems from specific prolonged conduct of a particular actor, the Sponsor. Thus, the Court finds that Plaintiffs have established that common questions of law and fact predominate over individual questions.

In order to certify the class under (b)(3), the court must also find that the class-action vehicle is superior to other methods of adjudication. The court rule identifies the following factors to consider in deciding whether a class action is the superior method:

- (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
- (C) the desirability or undesirability in concentrating the litigation of the claims in the particular forum; and
- (D) the difficulties likely to be encountered [*65] in the management of a class action.

R. 4:32-1(b)(3)(A)-(D).

However, "[i]n settlement situations, the superiority requirement arguably translates into the question whether the settlement is a more desirable outcome for the class than individualized litigation, and may assure that the settlement has not grossly undervalued plaintiffs' interests." *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 796 (3d Cir. 1995). Further, "a [] court need not inquire whether the case, if tried, would present intractable management problems, see *Fed. Rule*

Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial." Amchem, 521 U.S. at 620.

The proposed settlement allows unit owners to sell their units to the Sponsor for an amount set forth by the settlement agreement. Specifically, the settlement offers the following: (1) \$127,500 per unit for a 2.5 room unit; (2) \$136,500 per unit for a 3.5 room unit; (3) \$141,500 per unit for a 4 room unit; (4) \$170,000 per unit for a 5 room unit; (5) \$5,000 per unit for each garage unit; and (6) \$105,000 for unit 84A. The Association's expert, Jon Brody, submitted a report and testified at the fairness hearing that not only are the settlement offers reasonable, but they are in fact above fair market value. The Court deems him credible. He was not impeached. Mr. Brody testified in a straightforward [*66] and understandable manner. Mr. Brody reached his conclusion by researching sales of other individual condominium units in the same municipality between 2012 through 2015 and finding that, on average, the settlement values proposed by the Sponsor are "significantly higher than the average price per square foot for condominium sales in Bloomfield." Brody Report, p. 7.

Several class members raised concerns that the settlement values are unfairly low in light of certain improvements and renovations made in particular units. Mr. Brody specifically addressed this issue in his report:

[L]ike the sales within the subject development, the sales considered in the other developments ranged, from a physical standpoint in the same manner as the settlement group that is, some had been improved/upgraded while others were older with no upgrades. By employing the large population of sales data we included all types of sales, upgraded and not upgraded, and on average, the settlement prices still exceeded the highest comparable square foot values, which included upgraded units.

Brody Report, p. 19. In addition to his report, Mr.

Brody testified at the fairness hearing that the settlement values for *unimproved* [*67] units still exceeded the sale price of a comparable unit with upgrades. As noted, the Court credits the expert opinion of Mr. Brody, an active licensed real estate appraiser with decades of experience, and finds that the settlement does not grossly undervalue Plaintiffs' interests. Thus, the plaintiffs have satisfied both the predominance and superiority requirements for class certification under (b)(3).

II. Settlement Approval Factors

Settlements of class actions are treated differently than traditional settlements. While an individual action can typically be settled without involvement of the court, Pascarella v. Bruck, 190 N.J. Super. 118, 124, 462 A.2d 186 (App. Div. 1983), Rule 4:32-4 provides that "[a] class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs." Rule 4:32-4.

The approval of a class action settlement occurs in five stages. First, the proposed settlement is presented to the court so that it can make a preliminary determination whether the proposed agreement has merit to justify further consideration. Morris Cnty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 369, 484 A.2d 1302 (Law Div. 1984). This Court completed the preliminary approval proceeding and entered an Order preliminarily approving [*68] the proposed class action settlement on May 4, 2015.

Second, assuming the court preliminarily approves the proposed class action settlement, a court-approved settlement notice must be distributed to class members advising them of the general terms of the settlement, their right to object and the date and location of the final approval hearing. *Id.* Mr. Van Nostrand has certified that the Court-approved notice was properly disseminated to all class members describing the settlement terms and

advising Class Members of their options vis-à-vis the settlement. Thus, step two has been completed.

Third, a sufficient period of time is provided to allow Class Members and other interested parties to prepare and submit objections and other materials related to the proposed settlement. *Id.* The Class Members were given over two months to submit their objections and comments, and the Court has received 18 objections.

Fourth, after receiving objections, the Court conducts a "fairness hearing." *Id.* The fairness hearing in this matter was held on July 20, 2015. Finally, the court must determine whether the settlement is "fair and reasonable" to the members of the class as a whole. *Id.* "A settlement of [*69] a class action may be approved even in the face of a majority vote by members of the class to disapprove the settlement." *Chattin v. Cape May Greene*, 216 N.J. Super. 618, 627, 524 A.2d 841 (App. Div. 1987). In analyzing whether a proposed class settlement is "fair and reasonable," New Jersey courts have adopted a list of factors set forth by the Third Circuit in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975). See *Sutter v. Horizon Blue Cross Blue Shield of New Jersey*, 406 N.J. Super. 86, 966 A.2d 508 (App. Div. 2009). Those factors are:

- (1) the complexity, expense and likely duration of the litigation;
- (2) the reaction of the class to the settlement;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining the class action through the trial;
- (7) the ability of the defendants to withstand a greater judgment;
- (8) the range of reasonableness of the

settlement fund in light of the best possible recovery; and

(9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Girsh, 521 F.2d at 157. The *Girsh* factors "are a guide and the absence of one or more does not automatically render the settlement unfair." *In re American Family Enters.*, 256 B.R. 377, 418 (D.N.J. 2000).

The proponents of the settlement bear the burden of proving that the factors weigh in favor of approval. *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995). While a fairness hearing is not [*70] a plenary trial, a court has discretion to determine the nature and extent of the hearing required to determine whether a proposed settlement is "fair and reasonable." *Morris Cnty. Fair Hous. Council*, 197 N.J. Super. at 370. When the parties offer an independent evaluation of a settlement proposal, "[t]he Court must eschew any rubber stamp approval in favor of an independent evaluation, yet, at the same time, it must stop short of the detailed and thorough investigation that it would undertake if it were actually trying the case." *Id.* (quoting *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 315 (7th Cir. 1980)). In *Sutter v. Horizon Blue Cross Blue Shield of New Jersey*, 406 N.J. Super. 86, 966 A.2d 508 (App. Div. 2009), the court held that the trial court erred by denying certain objectors' requests to cross-examine the plaintiffs' economic expert who provided valuation of the settlement. *Id.* at 102. The court explained that the court would be better able to examine whether the settlement was fair and reasonable if the expert's report were tested by cross-examination. As such, the court remanded for a "testimonial fairness hearing." *Id.* Here, all witnesses were subjected to cross-examination.

The Court will examine each of the "fair and reasonable" factors separately and determine whether the proposed settlement agreement satisfies each factor.

1. Complexity, Expense and Likely Duration of the Litigation

As stated [*71] throughout this Opinion, this litigation has been ongoing for 15 years without any final resolution. As such, Plaintiffs have been in a state of uncertainty with regard to their legal rights for well over a decade and have not yet been able to obtain full relief for the alleged wrongful conduct of Defendants. Obviously, proceeding with further litigation would prolong the already protracted period Plaintiffs have had to wait to resolve their claims and would further delay any potential relief to which they are entitled. At trial, Plaintiffs would have the difficult task of proving that the value of their units in Brookdale Gardens decreased as a direct result of the Sponsor's allegedly wrongful control over the complex and failure to sell additional units, and not as a result of some other factor or factors. Plaintiffs would also have to show that the Sponsor's conduct was the direct cause of their inability to sell their units to third parties. In order to prove this, Plaintiffs would likely have to introduce experts and Defendants would likely do the same to rebut Plaintiffs' assertion. The retention of experts by both sides and the extensive and exhaustive discovery would make the [*72] trial extremely costly and both sides have presumably already expended large sums throughout the 15 years of this litigation separate and apart from trial. Aside from the likely expense, proving these points would be difficult given the number of Plaintiffs involved and the varying circumstances of each Plaintiff. In addition, it is significant to note that the parties have not even commenced discovery as to damages. At a minimum, in addition to the expense, the parties are facing significant delays due to the inevitable motion practice that would be involved with damages discovery.

Plaintiffs would also have to show that Defendants had a statutory obligation under the Condominium Act to sell units. While the Court previously ruled that Defendants violated the Condominium Act by remaining in control of the complex while not

selling any additional units, it did not necessarily hold that Defendants have an affirmative obligation to sell units. That is, Defendants could conceivably not sell units without violating the statute so long as the Sponsor did not attempt to maintain control. However, this legal issue has not yet been decided by any appellate court in New Jersey and thus the Plaintiffs [*73] would have to persuade the Court to adopt their interpretation of the statute. Given the complexity of the legal and factual issues in the case, the Court is satisfied that the trial would neither be a short nor inexpensive one. As such, the Court finds that this *Girsh* factor weighs strongly in favor of approving the settlement.

2. Reaction of the Class to the Settlement

"This factor attempts to gauge whether members of the class support the settlement." *Krell v. Prudential Ins. Co. of Am. (in Re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions)*, 148 F.3d 283, 318 (3d Cir. 1998). Only two out of the total 75 class members opted not to convey their units to the Sponsor and to remain in the complex. Out of the 41 class members who submitted claims, 18 objected. In other words, the number of non-objecting claimants exceeds the number of objectors. Of the 18 objections, 11 appear to be "form" or boilerplate objections in that they are wholly identical and do not contain any individualized concerns.¹³ The form objections put forth two concerns: (1) inadequacy of the purchase prices offered for the units and (2) the Sponsor's control over the complex. "[A]n apparently high number of objections may reflect an organized campaign, rather than the sentiments of the class at large." *Manual for Complex Litig.* § 21.631, p. 318 (4th [*74] ed.). The relatively low number of objections, combined with the fact that more than half of the objections were not written personally by class members, suggests that the Class Members generally support the terms of the proposed settlement. Further, in light of the fact that the class members have been given an opportunity to hear

¹³ An additional three objectors submitted form objections as well as a separate individual objection.

the testimony of the experts and pose questions to the experts, it is possible that there may even be less objections after the 30 day period following approval of the settlement should the Court approve it. Thus, this *Girsh* factor weighs in favor of approving the settlement.

3. Stage of the Proceedings and Amount of Discovery Completed

The third *Girsh* factor "captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." [*In re Cendant Corp. Litig.*, 264 F.3d 201, 235 \(3d Cir. 2001\)](#) (quoting [*In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 \(3d Cir. 1995\)](#)). The instant case has been pending in Essex County for a decade and a half and the parties have engaged in numerous motions, some dispositive. As such, "this [*75] is most certainly not a case that is settling in the early stages of litigation." [*Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 238 \(D.N.J. 2005\)](#). Through the various motions filed throughout the years this case has been pending, the Court is satisfied that counsel has most certainly gained an adequate understanding of the merits of the case such that they were able to fairly decide to settle the matter.

4. Risks of Establishing Liability

A court considers this factor in order to "examine what the potential rewards (or downside) of litigation might have been had class counsel decided to litigate the claims rather than settle them." [*GMC Pick-Up Truck*, 55 F.3d at 814](#). Where there is a high risk of establishing liability, this factor cuts in favor of settlement. In this case, in order to establish liability of the Sponsor, the Plaintiffs will have to prove that their alleged inability to sell their units and alleged diminution in value of their units were caused by the Sponsor's conduct and not some other factor, such as general market fluctuations or decline in the housing

market as a whole. In other words, Plaintiffs must prove by more than mere speculation that the Sponsor's conduct caused them tangible harm.

Plaintiffs must also establish that if the Sponsor acted [*76] in violation of applicable statutes and regulations governing the complex, the proper remedy is to force the Sponsor to purchase the non-Sponsor-owned units. However, in its August 30, 2013 Order, the Court denied Plaintiffs' request for an Order forcing the Sponsor to sell its units, holding that ordering a sale of the units "would require an unwieldy level of court supervision." August 30, 2013 Order, p. 10. In light of that decision and the lack of clarity or precedent on the proper remedy for a violation of the Condominium Act and related statutes and regulations, the Court finds that Plaintiffs would encounter a significant risk in achieving its desired outcome. As such, this *Girsh* factor weighs in favor of settlement.

5. Risks of Establishing Damages

"Like the previous factor, this inquiry attempts to measure the expected value of litigating the action rather than settling it at the current time." [*In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 816 \(3d Cir. 1995\)](#). In this case, the class would be required to prove not only that the conduct of the Sponsor diminished the value of the units in the complex, but would have to ascertain the dollar amount by which the units on average decreased in value. This would require expert evaluation and [*77] testimony and would involve experts from both Plaintiffs and Defendants. As such, the Court finds that the risks and burden of establishing damages in this particular case is significant.

6. Risks of Maintaining the Class Action Through the Trial

New Jersey Court [*Rule 4:32-2*](#) has been construed to give trial courts discretion to decertify a class after entering a certification order. The court can decertify a class if it finds that "the criteria for and goals of class certification are no longer being met." [*Muise v. GPU, Inc.*, 371 N.J. Super. 13, 34,](#)

851 A.2d 799 (App. Div. 2004). A high risk of decertification supports approval of a settlement agreement. The Court has not been made aware of any reason why it would potentially decertify or modify the class. However, in Krell v. Prudential Ins. Co. of Am. (in Re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions), 148 F.3d 283, 321 (3d Cir. 1998), the Third Circuit held that this factor adds little to the consideration of the fairness of the settlement in light of the U.S. Supreme Court's holding in *Amchem* that courts need not inquire into manageability where request for certification is for settlement-only purposes. Id. at 321. Thus, in a case such as this, where a class is approved for settlement purposes only, this factor is of "negligible importance" in deciding whether to approve a class action settlement. Weber v. Gov't Emples. Ins. Co., 262 F.R.D. 431, 446 (D.N.J. 2009). Thus, although there is no apparent [*78] risk of decertification, the court assigns this factor little weight based on the Third Circuit's holding in *Prudential*. See Erie Cnty. Retirees Ass'n v. Cnty. of Erie, 192 F. Supp. 2d 369, 375-76 (W.D. Pa. 2002).

7. Ability of Defendants to Withstand Greater Judgment

This factor examines whether the defendants could withstand a judgment for an amount significantly greater than the Settlement In re Cendant Corp. Litig., 264 F.3d 201, 240 (3d Cir. 2001). The Court has not been presented with any of Defendants' financial information, and thus it is unable to make an informed determination of whether Defendants could withstand greater judgment. For example, in In re Safety Components Int'l, 166 F. Supp. 2d 72, 91 (D.N.J. 2001), the Court was made aware that Defendants previously filed for Chapter 11 Bankruptcy and that the D&O policy which would fund the settlement may refuse to pay under the policy. Id. at 91. Because of this lack of information, this factor weighs neither for nor against settlement. See In re Cendant Corp. Litig., 264 F.3d at 240.

8. Range of Reasonableness of the Settlement in Light of Best Possible Recovery

After 15 years of contentious litigation, the parties have finally reached an agreement that benefits both the Class Members and the Sponsor. The settlement agreement allows class members to convey their units to the Sponsor for a fixed sum upon submitting a claim under [*79] the settlement agreement. In exchange for the Sponsor's obligation to purchase those units, the settlement agreement transfers exclusive and total control over the Board to the Sponsor, notwithstanding the Court's July 6, 2012 Order awarding control over the Board to the non-Sponsor unit owners. Class members who remain in the complex and opt not to sell their units to the Sponsor are barred from contesting the fact of the Sponsor's complete control over the Board, but are permitted to contest specific actions taken by the Sponsor in exercising that control. If, however, the Sponsor sells at least 25% of the units, then the Condominium Act's (and Public Offering Statement's) gradual turnover of control provisions are triggered, and the non-Sponsor unit owners may elect some members of the Board.

The Court finds that the remedy offered under the settlement agreement is appropriate, fair and reasonable in light of the specific issues in the case. Specifically, the crux of this case is that the non-Sponsor unit owners at Brookdale Gardens have been unable to sell their units because banks will not offer financing due to the blanket mortgage and the fact that the Sponsor owns 80% of the [*80] complex, and therefore they claim that, for lack of a better term, they are "stuck" in Brookdale Gardens. Moreover, the non-Sponsor unit owners claim that the value of their units has diminished due to the Sponsor's alleged mismanagement of the complex over the years. Thus, the settlement agreement allows non-Sponsor unit owners to finally sell their units and leave the complex, as well as receive fair market value for their units.

Many objectors contested on the grounds that all units of the same size were given a universal offer despite any improvements or upgrades. Mr. Brody concluded that the settlement values are above market value, even for those units with

improvements, based on his comparison of purchase prices of comparable units in the same locality. As explained in detail above, Mr. Brody's analysis took into account units without any upgrades and improvements, as well as units that have been upgraded and improved such that the average purchase price for comparable units consisted of a population of both upgraded and non-upgraded units, similar to the population at Brookdale Gardens. In other words, while units of the same size are purchased at a fixed price, that price reflects [*81] any improvements or upgrades because it was derived by comparing units with such upgrades.

At the fairness hearing, some objectors suggested that the Sponsor make individualized offers for each unit to take into account renovations and improvements. While this may be the *ideal* solution, it is neither efficient nor practical. One of the main advantages of a class action is that there is one universal recovery that is dispersed to class members, eliminating the need for individual trials on each claim. Were the sponsor to individually appraise each unit, the process would be cumbersome, as the unit owners would likely obtain their own independent appraisal of their unit which conflicts with that of the Sponsor. This process would further prolong the already 15-year-long lawsuit and further postpone relief to Plaintiffs.

Many objectors also took issue with the Sponsor's exclusive control over the Board under the settlement agreement, arguing that when the Sponsor was previously in control before the Court's July 5, 2012 Order, the complex fell into disrepair and was grievously mismanaged. It took the parties over 15 years to reach a settlement which they both deemed beneficial to their [*82] respective positions. The turnover of control to the Sponsor operates as a *quid pro quo* and an incentive for the Sponsor's agreement to buy out any unit owners who wish to leave the complex. Even assuming the Sponsor poorly runs the Board and manages the complex, nothing precludes the

class members remaining in the complex from instituting a lawsuit to address any alleged improper or inadequate actions by the Sponsor. The class members are only precluded from bringing their *past* claims for damages under the existing lawsuit, and from claiming that the Sponsor's control over the Board is itself wrongful.

Moreover, the Sponsor loses its exclusive control over the Board if it decides to convey at least 25% of its units to non-Sponsors. In other words, the Sponsor's total and exclusive control over the Board is not indefinite and is still limited by the Condominium Act and the Public Offering Statement. The only provision of the Condominium Act/POS that is being "waived" is that the Sponsor must relinquish control over the Board if it fails to sell its units. In light of the fact that non-Sponsor unit owners can still contest the Sponsor's actions on the Board and may still regain control [*83] over the Board, the Court finds this provision of the settlement a reasonable *quid-pro-quo* for the Sponsor's obligation to buy out non-Sponsor unit owners.

This provision is also fair to *future* purchasers of the units in the complex because the Master Deed will be amended to specify that the Sponsor has exclusive control over the Board even if it does not sell any additional units. Thus, future purchasers will be on notice to this governance scheme prior to purchasing a unit, and as to future owners, the Sponsor will be bound by [N.J.S.A. 46:8B-12.1](#) when at least 25% of the units are sold.

9. Range of Reasonableness in Light of Attendant Risks of Litigation

As discussed above, damages will be difficult to establish which is evidenced by the fact that the litigation has been ongoing for 15 years due to the hotly contested issues involved. Continuing with the litigation would require the parties to expend a tremendous amount of resources above and beyond what has already been invested, all without any guarantee of success for either party. For the class members especially, the settlement agreement

2015 N.J. Super. Unpub. LEXIS 2137, *83

allows them to convey their unit without selling it on the open market, which often involves a broker [*84] and other additional frustrations and contingencies. If the class members instead went to trial, they would not only have to prove that the Sponsor's conduct directly caused a diminution in value to their units, but also prove the *amount* of that diminution. By way of the settlement, the class members can receive above fair market value for their unit without having to present expert testimony or the like.

Another aspect of the settlement which demonstrates its reasonableness is the fact that class members are not precluded from bringing a subsequent action contesting action taken by the Board as controlled by the Sponsor. That is, while class members are precluded from challenging the Sponsor's control of the Board in and of itself, nothing in the proposed settlement prevents class members from alleging that certain actions taken by the Board are improper or unlawful.

The Court finds that the settlement is therefore reasonable in light of the attendant risks of litigation.

CONCLUSION

In light of the above analysis, the Court finds that the Condominium Act allows the Class Members to waive the gradual governance provisions of the Condominium Act and submit to the Sponsor's full control [*85] over the Board despite not selling any additional units. The Court also finds that the settlement is fair and reasonable in all aspects considering the equities of the litigation, and thus approves of the final settlement pursuant to [Rule 4:32-4](#).

SO ORDERED.

Dated: August 28, 2015

Hon. David B. Katz, P.J.F.P.¹⁴

End of Document

¹⁴The undersigned has continued to preside over this matter subsequent to appointment as Presiding Judge of the Family Part.

Exhibit E

2006 WL 3780789

Only the Westlaw citation is currently available.

UNPUBLISHED OPINION. CHECK
COURT RULES BEFORE CITING.

Superior Court of New Jersey, Law Division,
Bergen County.

Robert LUBITZ and Alberto Lemus,
on behalf of themselves and all
others similarly situated, Plaintiffs,

v.

DAIMLERCHRYSLER CORP., Defendants.

Decided Dec. 21, 2006.

Attorneys and Law Firms

[Gary Graifman](#) and [Reginald H. Rutishauser](#) (Kantrowitz, Goldhamer & Graifman, attorneys) argued the cause for plaintiffs and class members.

[Gary Mason](#) (The Mason Law Firm) of the Washington, D.C. bar admitted pro hac vice argued the cause for plaintiffs and class members.

[Keith M. Karr](#) (Karr & Sherman, Co., LPA, attorneys) of the Ohio bar admitted pro hac vice argued the cause for plaintiffs and class members.

[Christopher L. Brinkley](#) (The Masters Law Firm, attorneys) of the West Virginia bar admitted pro hac vice argued the cause for plaintiffs and class members.

[James M. Crabtree](#) (Crabtree Law Offices, attorneys) of the Kansas bar admitted pro hac vice argued the cause for plaintiffs and class members.

[Anthony Anscombe](#) (Sedgwick, Detert, Morgan & Arnold, attorneys) of the Illinois bar admitted pro hac vice argued the cause for defendant.

[James Fogelman](#) (Gibson, Dunn & Crutcher, attorneys) of the California bar admitted pro hac vice argued the cause for defendant.

Marc Cruder, objector, argued the cause pro se.

[Terrence J. Sweeney](#) (Law Offices of Terrence J. Sweeney, attorneys) and [Thomas A. Crosley](#) (Crosley Law Firm, P.C.,

attorneys) of the Texas bar admitted pro hac vice argued the cause for objectors Britta W. Strickland and Andrew Rodriguez.

Jeffrey L. Weinstein (Jeffrey L. Weinstein, P.C., attorneys) of the Texas bar admitted pro hac vice argued the cause for objector Cynthia B. Balsler.

[JONATHAN N. HARRIS](#), J.S.C.

I. INTRODUCTION

*1 This is a consumer product class action brought on behalf of owners and lessees of the 1.2 million Jeep Grand Cherokee motor vehicles manufactured from 1999 through 2004. This opinion treats plaintiffs' applications for 1) a final court determination that this matter shall proceed as a class action, 2) approval of a settlement, and 3) an award of attorneys' fees and expenses. I conclude that a settlement class shall be certified; the settlement is approved because it is fair, reasonable, and adequate; and attorneys' fees and costs are awarded.

II. BACKGROUND

This is one of several civil actions nationally that seeks to redress allegedly defective motor vehicle brake apparatuses that were placed into the stream of commerce on the Jeep Grand Cherokee distributed by DaimlerChrysler Corp. (DCC) between 1999 and 2004. At issue are the front disc brake assemblies that are alleged to contain defective rotors and calipers causing uneven disc thickness, which results in the pulsation of the brakes and vibration of the motor vehicle, as well as a shortening of the expected useful life of the rotors.

Plaintiffs, particularly the first two named plaintiffs Robert Lubitz and Alberto Lemus who purchased Jeep Grand Cherokees in 1999 and 2002 respectively, claim to represent all owners and lessees of the allegedly defective motor vehicles. Other plaintiffs in the corresponding civil actions in New York, Florida, Ohio, Kansas, Missouri, and California seek relief along the lines sought by the instant plaintiffs, for the same grievances.

The instant litigation proceeded through the usual filing of a complaint, motion to dismiss, answer, and discovery. Although the initial theories of liability in the complaint were refined and narrowed through motion practice, the parties had plenty about which to argue. Mediation efforts were thought to be useful by all sides, and Nicholas H. Politan, a retired federal district court judge, was engaged to attempt to forge

a settlement. After several mediation sessions, the parties constructed a settlement that resolves the instant matter, together with all of the parallel litigation elsewhere.

On June 1, 2006, Judge Sybil R. Moses, A.J.S.C., entered an order that provisionally certified a settlement class, determined that the proposed settlement had apparent merit, scheduled a Fairness Hearing, and provided for notice to be given to class members. On October 30, 2006, I conducted the Fairness Hearing called for in Judge Moses' June 1, 2006 order. At the same time, I considered plaintiffs' application for attorneys' fees and expenses.

Among the mixed factual and legal questions that were in dispute before the settlement was reached were whether the rotor/caliper assemblies were defective; what is the duration of any warranty on the rotor/caliper assemblies; what components, if any, are covered by what warranty; and what is the effect, if any, of DCC's decision to reengineer and change the rotor/caliper assemblies for model years after 2002? Also in controversy were the legal theories that remained for plaintiffs to attempt to exploit in order to recover remedies. Those contested legal theories included breach of express warranty, unconscionability of warranty, breach of implied warranty of merchantability, violation of the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 to-20)(NJCFA), and breach of contract. Throughout 2004 and 2005, the parties actively deployed the full array of litigational tactics in their efforts to prosecute and defend their respective clients' positions. Extensive motion practice was conducted and detailed discovery processes were implemented here and in the related civil actions. Eventually, a framework for settlement was reached, and I am now called upon to place my imprimatur on the arrangements made.

*2 The definition of the proposed final settlement class is the following:

All persons in the United States who bought or leased a jeep Grand Cherokee vehicle, model years 1999–2004, between May 1, 1998 and the present, excluding fleet and governmental purchasers and lessees.

The class shall be divided into three subclasses: (1) the “1999–2002 Model Years Subclass” consisting of all members of the Settlement Class who bought or leased a model-year 1999–2002 Jeep Grand Cherokee vehicle; (2) the “2003–2004 Model Years Expired Warranty Subclass” consisting of all members of the Settlement Class who bought or leased a model-year 2003–2004 Jeep

Grand Cherokee vehicle, and who contacted DCC about experiencing pulsation during application of the brakes of their Subject Vehicles while the Subject Vehicles were still within the Warranty Period, and whose Warranty Period for the Subject Vehicle may now be expired; and (3) the “2003–2004 Model Years Warranty Subclass” consisting of all members of the Settlement Class who bought or leased a model-year 2003–2004 Jeep Grand Cherokee vehicle, except members of the 2003–2004 Model Years Expired Warranty Subclass (collectively referred to as the “Subclasses”).

Under the proposed settlement, qualified members of the 1999–2002 Model Years Subclass will be reimbursed dollar-for-dollar for the cost of prior brake repairs or replacements incurred during the warranty period up to a maximum amount of \$12,000,000, but reallocated on a pro rata basis if the aggregated claims exceed said cap. In addition, the \$12,000,000 available for this reimbursement will be utilized for the payment of up to \$3,000,000 in attorneys' fees and expenses. Thus, the maximum amount allocable to qualified claimants in the 1999–2002 Model Years Subclass actually will be the difference between \$12,000,000 and the amount of attorneys' fees and expenses that I award, up to a maximum of \$3,000,000. Put more candidly, the more money the attorneys get, the less the class gets. The 2003–2004 Model Years Warranty Subclass will be provided a free brake inspection at DCC's expense during a specified period. If a disc thickness variation is detected and the vehicle is still within its warranty period, DCC will pay for repairs. The 2003–2004 Model Years Expired Warranty Subclass will also be provided a free brake inspection at DCC's expense if a member experiences pulsation. If both a disc thickness variation is detected *and* the member complained about brake pulsation during the warranty period, DCC will pay for repairs.

Notice of the proposed settlement was provided by mailings to approximately 2.8 million addressees. Less than seventy objections were lodged with the court. Only 1,984 persons excluded themselves from membership in the class. Although the majority of objections did not carefully focus upon the terms of the settlement, several objections are noteworthy. It is asserted that there are substantive and procedural deficiencies with the settlement. These include problems with the allegedly overbroad and consideration-free nature of some of the releases being given by absent class members, the meager benefit being provided to class members who complained about brake pulsation after their warranties expired, the absence of cash payments to any class members

for individual damages, the lack of any notice to absent class members by publication, the allegedly onerous nature of the claims procedure (including a cumbersome claims form), and the general overall illusory nature of the settlement with allegedly no benefit to the class, but a windfall in attorneys fees for the prosecuting attorneys.

III. DISCUSSION

A. The Law

*3 Any settlement involving a certified class in a class action requires court approval. *R.* 4:32–2(e)¹. This rule, modeled after *Fed.R.Civ.P.* 23, has not received extensive treatment in New Jersey reported opinions. Accordingly, I will borrow from federal decisions where necessary to help me parse the operation of the applicable rule. Indeed, it is common for New Jersey courts to refer to congruent federal law when interpreting New Jersey's class action rules. *Morris Cty. Fair Hous. Council v. Boonton Tp.*, *supra*, 197 *N.J.Super.* 359, 369 (“[I]t is appropriate to seek guidance in federal case law in determining the procedures and standards for approval of settlements of representative actions[.]”); *Goasdone v. American Cyanamid Corp.*, 354 *N.J.Super.* 519, 528 (*Law Div.*2003)(since New Jersey has no reported decision on certification of a medical monitoring class, federal case law lends important guidance); *Delgozzo v. Kenny*, 266 *N.J.Super.* 169, 185 (*App.Div.*1993)(referring to federal law to parse commonality requirement of *R.* 4:32–1(a)(2)); *In re Cadillac V8–6–4 Class Action*, 93 *N.J.* 412, 424 (recognizing New Jersey's class action rule “is modeled after *Rule 23(a)* and *(b)* of the Federal Rules of Civil Procedure.”); *Riley v. New Rapids Carpet Ctr.*, 61 *N.J.* 218, 226 (1972) (“[o]ur class-action rule, *R.* 4:32, is a replica of *Rule 23* of the Federal Rules of Civil Procedure as amended in 1966.”); *Muise v. GPU, Inc.*, 371 *N.J.Super.* 13, 31 (*App.Div.*2004) (“[c]onstruction of the federal rule may be considered helpful, if not persuasive, authority”).

B. The Notice

In order to ensure that the dictates of due process are observed, notice to class members of a settlement must be given. *Rule* 4:32–2(e)(1)(B) provides that:

The court shall direct notice in a reasonable manner to all class members who would be bound

by a proposed settlement, voluntary dismissal, or compromise.

Adequate notice of a proposed settlement that will fix the rights of class members who do not opt-out and forever bar them from seeking further relief on their causes of actions is required not only by the rules of civil procedure, but also by the constitutional mandate of due process. *See Phillips Petroleum Co. v. Shutts*, 472 *U.S.* 797, 811–12, 86 *L. Ed.2d* 628, 105 *S.Ct.* 2965 (1985); *Kyriazi v. Western Elec. Co.*, 647 *F.2d* 388, 395 (3d Cir.1981). In order to satisfy due process, notice to class members must be “reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 *U.S.* 306, 314–15, 94 *L. Ed.* 865, 70 *S.Ct.* 652 (1950). It is most appropriate to determine the adequacy of notice before an inquiry is conducted into the merits of the settlement. *See In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 148 *F.3d* 283, 326–28 (3d Cir.1998). Additionally, in *R.* 4:32–1(b)(3) actions, class members must receive “the best notice practicable under the circumstances, consistent with due process of law.” *R.* 4:32–2(b).

*4 The settling parties sent the best notice practicable to class members. Acting upon Judge Moses' order, commencing on July 18, 2006, approximately 2.8 million notices were mailed to potential class members. Extensive efforts were made to follow-up where mailed notices were returned as undeliverable. Anyone requesting information about the settlement was provided a copy, and the settlement data also resided in the court's case files, which were available for public inspection during regular court hours. The settling parties established an internet-based website, www.DCCSettlement.com, which provided thoroughgoing information to anyone interested in the action. A toll-free voice mail system was established to accommodate telephone inquiries regarding the settlement. As of October 4, 2006, over 50,000 calls had been received and over 21,000 return calls were made to inquirers.

Furthermore, the substance of the notice was adequate. It clearly communicated its purpose; the nature of the action; the definition of the class; the class claims, issues, or defenses; the nature of the settlement; the attorneys' fees sought; and notice of the Fairness Hearing. The notice provided that any potential class members who do not wish to be included in the settlement must submit a written request to be excluded.

The dates for submitting claims, exclusion requests, and opposition to the settlement were clearly indicated. Such notice meets the requirements of due process and *R.* 4:32–2(b)(2).

C. The Class

The parties seek final certification of a settlement class pursuant to *R.* 4:32–1(a) and *R.* 4:32–1(b)(3). In order to determine whether the requirements for class action maintainability have been met, inquiry beyond the pleadings must be made because “a court must understand the claims, defenses, relevant facts, and applicable substantive law in order to make a meaningful determination of the certification issues.” *Castano v. American Tobacco Co.*, 84 *F.3d* 734, 744 (5th Cir.1996); accord, *Carroll v. Celco Partnership*, 313 *N.J.Super.* 488, 495 (App.Div.1998).

A trial court should not certify a class until it has been determined, through rigorous analysis, that all the prerequisites of the rule governing class actions have been satisfied. As a first hurdle, as noted, a class is appropriate for certification only if it meets the four prerequisites of a class action set out in *R.* 4:32–1(a). Under this rule, one or more members of a class may sue or be sued as representative parties on behalf of all, only if (1) the class is so numerous that joinder of all members is impracticable (numerosity), (2) there are questions of law or fact common to the class (commonality), (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class (typicality), and (4) the representative parties will fairly and adequately protect the interests of the class (adequacy).

1. Numerosity

*5 To begin, *R.* 4:32–1(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” This requirement does not demand that joinder be impossible, but rather that joinder would be extremely difficult or inconvenient. See *Liberty Lincoln Mercury, Inc. v. Ford Mktg. Corp.*, 149 *F.R.D.* 65, 73–74 (D.N.J.1993) (impracticability does not mean impossibility, but rather that the difficulty or inconvenience of joining all members calls for class certification). Whether joinder of all of the class members would be impracticable depends upon the circumstances surrounding the case and not merely on the number of class members. See *General Tel. Co. of the Northwest v. E.E.O.C.*, 446 *U.S.* 318, 329, 100 *S.Ct.* 1698, 64 *L.Ed.2d* 319 (1980) (numerosity requires examination of specific facts of each

case and imposes no absolute numerical limitations). See also *Liberty Lincoln Mercury*, 149 *F.R.D.* at 73 (number is not, by itself, determinative). While no minimum number of class members is required, “generally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong ... has been met.” *Stewart v. Abraham*, 275 *F.3d* 220, 226–27 (3d Cir.2001). A class of 81 property owners seeking money damages was found to be sufficient to meet the numerosity requirement. *Saldana v. City of Camden*, 252 *N.J.Super.* 188, 193 (App.Div.1991). In order to satisfy the numerosity requirement “[p]recise enumeration of the members of a class is not necessary.” *Zinberg v. Washington Bancorp, Inc.*, 138 *F.R.D.* 397, 405 (D.N.J.1990); see also *In re Cadillac*, *supra*, 93 *N.J.* at 425.

Joinder of all class members is impracticable in this case. As of the Fairness Hearing, there were over one million class members identified within the subclasses' descriptions. I conclude that plaintiffs have more than enough to satisfy the numerosity requirement of *R.* 4:32–1(a)(1).

2. Commonality

Rule 4:32–1(a)(2) requires that there be questions of law or fact common to the class, “although not all questions of law or fact raised need be in common.” *Weiss v. York Hospital*, 745 *F.2d* 786, 808–809 (3d Cir.1984), cert. denied, 470 *U.S.* 1060, 105 *S.Ct.* 1777, 84 *L.Ed.2d* 836 (citing 7 *C. Wright & A. Miller, Federal Practice & Procedure* § 1763, at 603 (1972)). Where class members' factual circumstances are materially identical and the “questions of law raised by the plaintiff are applicable to each [class] member,” the commonality requirement is satisfied. *Weiss v. York Hospital*, *supra*, 745 *F.2d* at 809 (citations omitted). Further, the commonality requirement is met “[w]hen the party opposing the class has engaged in a course of conduct that affects a group of persons and gives rise to a cause of action,” resulting in all of the members sharing at least one of the elements of that cause of action. *Newberg Class Actions*, § 3.10 (3d ed.1992). Common questions arise “from a ‘common nucleus of operative facts’ regardless of whether the underlying facts fluctuate over the class period and vary as to individual claimants.” *In re Asbestos School Litig.*, 104 *F.R.D.* 422, 429 (E.D.Pa.1984), *aff'd in part, vacated in part sub nom.*; *In re School Asbestos Litig.*, 789 *F.2d* 996 (3d Cir.1986), cert. denied, 479 *U.S.* 852, 107 *S.Ct.* 182, 93 *L.Ed.2d* 117, 35 *Ed. Law Rep.* 30 (1986). “A common nucleus of operative fact[s] is typically found [when] defendants have engaged in standardized conduct toward members of the proposed class.” *In re Life USA Holdings Inc. Ins. Litig.*, 190 *F.R.D.* 359, 366 (E.D.Pa.2000);

Kugler v. Romain, 58 N.J. 522 (1971). It should be kept in mind, however, that “commonality becomes obscured when the probable unique issues of liability, causation, and damages in each case are considered, requiring individualized treatment at trial.” *Saldana v. City of Camden*, *supra*, 252 N.J.Super. at 197.

*6 The conduct at issue includes the defendant's actions of placing its allegedly defective motor vehicles in the stream of commerce and the manner of responding to warranty claims related to complaints about the operation of the disc brake assemblies. Plaintiffs allege that for each subclass the common questions revolve around the alleged deficiencies of the brakes and the corporate response to complaints relating thereto. This uniform conduct militates in favor of finding a common core of operative facts and circumstances and satisfies the requirement of commonality.

3. Typicality

Rule 4:32–1(a)(3) requires that “the claims or defenses of the representative parties [be] typical of the claims or defenses of the class.” “When the same unlawful conduct was directed at or affected both the named plaintiff and the members of the putative class, the typicality requirement is usually met, irrespective of varying fact patterns that may underlie individual claims.” *Cannon v. Cherry Hill Toyota, Inc.*, 184 F.R.D. 540, 544 (D.N.J.1999). In order to meet the typicality requirement, a plaintiff must show that her “injury arises from or is directly related to a wrong to a class, and that wrong includes the wrong to the plaintiff.” *In re Am. Med. Sys. Inc.*, 75 F.3d 1069, 1082 (6th Cir.1996)(quoting 1 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions*, § 3:76 (4th ed.2002)). The court must ask whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members to assure that the absentees' interests will be fairly represented. *Baby Neal v. Casey*, 43 F.3d 48, 57 (3d Cir.1994). By ensuring that the class representative's claims are similar to those of the class, the typicality requirement, like commonality, promotes efficient case management and fair representation. Yet, despite this similarity, the commonality and typicality requirements serve distinct functions. The commonality requirement tests the sufficiency of the class claim. See *Hassine v. Jeffes*, 846 F.2d 169, 177 n. 4 (3d Cir.1988). The typicality requirement focuses on the relation between the representative party and the class as a whole. *Id.* The New Jersey Supreme Court has stated that “[t]he claims of the representatives ‘must have the essential characteristics common to the claims of the class.’

“*In re Cadillac*, *supra*, 93 N.J. at 425 (quoting 3B Moore's Federal Practice ¶ 23.06–2 (1982)).

A central issue in the instant case, claimed to be shared by plaintiffs and the members of the proposed class alike, is whether defendants' actions amounted to deceptive business practices under New Jersey law or violated its warranty promises. The claims asserted by plaintiffs and the defenses that would be arrayed against plaintiffs are typical of those that would be asserted for and against the members of the three subclasses. Those claims arise from the same nucleus of alleged facts: defendant's installation of defective brakes on its motor vehicles and its subsequent stonewalling when it came time for repairs within the warranty period. Typicality exists.

4. Adequacy of Representation

*7 The binding effect of all class action decrees raises significant due process questions that are directly relevant to R. 4:32–1(a)(4). If absent class members are to be conclusively bound by the result of an action prosecuted or defended by a party alleged to represent their interests, basic notions of fairness and justice demand that the representation they receive be adequate. The adequacy requirement mandates an inquiry into the zeal and competence of the representatives' counsel, the willingness and ability of the representatives to take an active role in and control the litigation, while protecting the interests of absentees. The adequacy inquiry also “serves to uncover conflicts of interest between the named plaintiffs and the class they seek to represent.” See *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625, 117 S.Ct. 2231, 138 L.Ed.2d 689 (1997). Furthermore, because absent class members are conclusively bound by the judgment in any class action brought on their behalf, the court must be especially vigilant to ensure that the due process rights of all class members are safeguarded through adequate representation at all times. Differences between the named plaintiffs and absent class members render the named plaintiffs inadequate representatives only where those differences create conflicts between the named plaintiffs' and the absent class members' interests.

One accepting employment as counsel in a class action does not become a class representative through simple operation of the free enterprise system; rather, both the class determination and designation of counsel as class representative comes from judicial determinations, and the attorneys so benefited serve in something of a position of public trust, and they share with the court the burden of protecting the class action

device against public apprehensions that it encourages strike suits and excessive attorney fees. *Alpine Pharmacy, Inc. v. Chas. Pfizer & Co., Inc.*, 481 F.2d 1045 (2d Cir.1973), on remand, *certiorari denied* 94 S.Ct. 722, 414 U.S. 1092, 38 L. Ed.2d 549. To determine whether the proposed class satisfies R. 4:32–1(a)(4), I must evaluate the adequacy of class counsel. Factors such as counsel's experience with class actions, knowledge of the subject matter at issue in the case, and the resources of counsel are relevant to this determination. *Haley v. Medtronic, Inc.*, 169 F.R.D. 643, 650 (C.D.Cal.1996); *In re Prudential Secs.*, 163 F.R.D. 200, 208 (S.D.N.Y.1995). Additionally, the court is under an obligation to evaluate carefully the legitimacy of the named plaintiffs' plea that they are proper class representatives. Thus, the Supreme Court has admonished federal district courts that they are to 'stop, look, and listen' before certifying a class, *Kremens v. Bartley*, 431 U.S. 119, 135, 97 S.Ct. 1709, 1718, 52 L. Ed.2d 184 (1977). The adequacy of representation issue is of critical importance in all class actions and the court is under an obligation to pay careful attention to the R. 4:32–1(a)(4) prerequisite in every case. *Vervaecke v. Chiles, Heider & Co.*, 578 F.2d 713, 719 (8th Cir.1978). Finally, it should be noted that plaintiffs have the burden of establishing that a case is certifiable as a class action and that, as class representatives, the named plaintiffs meet all of the R. 4:32–1 requirements. In order properly to represent absent members of a class, counsel for named parties who seek to be class representatives must be more than merely attorneys admitted to practice before the particular court hearing the case; they must have sufficient experience and training to satisfy the trial court that they will be strenuous advocates for the class, and their conduct will be evidence of their capability adequately to represent the class. The requirement that the attorneys for class representatives be experienced is intended to mean that they be experienced in the type of litigation involved. *Carpenter v. Hall*, 311 F.Supp. 1099 (S.D.Tex.1970).

*8 Generally, “[a]dequate representation depends on two factors: (a) the plaintiff's attorney must be qualified, experienced, and generally able to conduct the proposed litigation, and (b) the plaintiff must not have interests antagonistic to those of the class.” *Wetzel v. Liberty Mutual Insurance Co.*, 508 F.2d 239, 247 (3d Cir.), *cert. denied*, 421 U.S. 1011, 95 S.Ct. 2415, 44 L.Ed.2d 679 (1975). The proposed class here satisfies the standards of R. 4:32–1(a)(4). From my review of the record presented, plaintiffs' attorneys appear to be qualified and experienced to conduct this litigation. I perceive no interests antagonistic to those of the potential class and no conflicts are apparent on the

record. Moreover, the plaintiffs are adequate representatives for all members of the subclasses. The adequacy requirement is satisfied.

5. Rule 4:32–1(b)(3)

The parties seek certification under R. 4:32–1(b)(3), requiring that “the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to any other available methods for the fair and efficient adjudication of the controversy.” R. 4:32–1(b)(3).

a. Predominance

The issue of predominance under R. 4:32–1(b)(3) focuses on “whether the potential class, including absent class members, seeks to remedy a common legal grievance.” *In re Cadillac*, *supra*, 93 N.J. at 431; *see also Delgozzo v. Kenny*, *supra*, 266 N.J.Super. at 189. In order to meet the predominance requirement of R. 4:32–1(b)(3) plaintiffs must establish that the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, predominate over those issues that are subject only to individualized proof. In other words, just because the legal issues involved may be common between class members does not mean that the proof required to establish these same issues is sufficiently similar to warrant class representation and treatment.

Therefore, the predominance inquiry “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Moore v. Paine Webber, Inc.*, 306 F.3d 1247, 1252 (2d Cir.2002). The predominance requirement is far more demanding than the commonality requirement. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623–24, 117 S.Ct. 2231, 138 L.Ed.2d 689 (1997). Because R. 4:32–1(b)(3) requires that common issues predominate, class certification may be denied where common issues of law are not present or where resolving the claims for relief would require individualized inquiries. *See, e.g., Lewis Tree Serv., Inc. v. Lucent Techs. Inc.*, 211 F.R.D. 228, 235 (S.D.N.Y.2002) (“At a basic level, a nationwide class action in which plaintiffs raise claims of fraud would require the application of the law of at least fifty jurisdictions and would make class certification inappropriate.”); *In re Methyl Tertiary Butyl Ether* (“MTBE”), 209 F.R.D. 323, 350 (S.D.N.Y.2002) (finding no predominance given plaintiffs' allegation that MTBE contamination occurred “over many years across four states indirectly caused by twenty defendants in conjunction with innumerable third parties who released the contaminant

into the environment”). “The critical consideration is whether there is a ‘common nucleus of operative facts.’” *Carroll v. Cellco Partnership, supra*, 313 N.J.Super. at 499.

*9 In this case, predominance is present. Not only will the same universe of legal principles be employed, but the challenged actions of the defendant are discrete, perhaps similar, if not uniform, and confined to a distinct area of its manufacture and warranty satisfaction operations. This will involve a cohesive set of proofs that lends itself to class action treatment.

b. Superiority

Rule 4:32–1(b)(3) requires that a class action be a superior method for the adjudication of a controversy. Implicit in this requirement is an identification of the relevant factual and legal issues underlying the request for class certification. *In re Cadillac, supra*, 93 N.J. at 426. The mere identification of those issues, however, is less penetrating than their subsequent evaluation on a motion for summary judgment or at trial. *Id.* Certification of a class action should not be denied because of the merits underlying the theory on which the action is predicated. *Olive v. Graceland Sales Corp.*, 61 N.J. 182, 189 (1974). “Nonetheless, even the identification of the issues to determine the suitability of an action for certification requires some preliminary analysis.” *In re Cadillac, supra*, 93 N.J. at 426 (citing Miller, *An Overview of Federal Class Actions: Past, Present and Future* 51 (1977)). Thus, the court must engage in a cursory analysis of plaintiffs’ claims to determine whether class certification represents a superior form of dispute resolution for the statutory and common law fraud claims.

In evaluating the superiority of a class action, the court should inquire as to the class members’ interest in individually controlling the prosecution or defense of separate actions; the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; whether it is desirable to concentrate litigation of claims in this forum; and the manageability of a class action. As only a settlement class is at issue, manageability of a trial is not a consideration. *In re Ikon Office Solutions, Inc. Sec. Litig.*, 194 F.R.D. 166, 178, n. 14. (E.D.Pa.2000)(citing *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997)).

Consideration of the enumerated factors leads to the conclusion that the class action is superior to other forms of suit. Although approximately 2,000 persons have requested exclusion from the class, there has been little individual

interest in pursuing individual claims. Even the existence of the parallel actions in other states, particularly when they will be folded into this settlement and resolved, does not militate against a certification here. Indeed, the concentration of the litigation in this forum will likely save judicial resources. An analysis of the superiority factors commends a finding that the class should be certified.

D. The Settlement

It is worthwhile to acknowledge that settlement of litigation holds a lofty position in the pantheon of public policy. *Lahue v. Pio Costa*, 263 N.J.Super. 575 (App.Div.), *certif. denied*, 134 N.J. 477 (1993); *Pascarella v. Bruck, supra*, 190 N.J.Super. at 125; *Bistricker v. Bistricker, supra*, 231 N.J.Super. at 147; *Department of the Pub. Advocate v. Board of Pub. Util.*, 206 N.J.Super. 523, 528 (App.Div.1985); *Jannarone v. W.T. Co.*, 65 N.J.Super. 472, 476–77 (App.Div.), *certif. denied sub. nom. Jannarone v. Calamoneri*, 35 N.J. 61 (1961). The settlement of lawsuits is favored not because of the salutary consequence of relieving overburdened judicial and administrative calendars but because of the notion that the parties to a dispute are in the best position to determine how to resolve a contested matter in a way that is least disadvantageous to everyone. In recognition of this principle, courts will strain to give effect to the terms of a settlement wherever possible. It follows that any action that would have the effect of vitiating the provisions of a particular settlement agreement and the concomitant effect of undermining public confidence in the settlement process in general should not be countenanced.

*10 Rule 4:32–2(e) imposes upon the trial judge the duty of protecting absentees, which is executed by the court’s assuring the settlement represents adequate compensation for the release of the class claims. *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 805 (3d Cir.1995). The Third Circuit has noted that in deciding the fairness of a proposed settlement, “the evaluating court must, of course, guard against demanding too large a settlement based on its view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *Id.* at 806 (citations omitted). At the same time, it has been noted that cases such as this, where the parties simultaneously seek certification and settlement approval, require courts to be even more scrupulous than usual when they examine the fairness of the proposed settlement. *In re Prudential Ins. Co. of Am. Sales Practice, supra*, 148 F.3d at 317 (citing *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d at

805). This heightened standard is designed to ensure that class counsel has demonstrated “sustained advocacy” throughout the course of the proceedings and has protected the interests of all class members. *Id.* at 317. The Court must “ensure that the settlement is in the interest of the class, does not unfairly impinge on the rights and interests of dissenters, and does not merely mantle oppression.” *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir.1983) (quoting *Pettway v. American Cast Iron Pipe Co.*, 576 F.2d 1157, 1214 (5th Cir.1978)). Because the parties’ interests are aligned in favor of a settlement, I must take independent steps to ensure fairness in the absence of adversarial proceedings. *Reynolds v. Beneficial Nat’l Bank*, 288 F.3d 277, 279–80 (7th Cir.2002) (noting that the class action context requires judges to exercise the highest degree of vigilance in scrutinizing proposed settlements). The Court’s duty of vigilance does not, however, authorize it to try the case in the settlement hearings.

The hallmark of any settlement to be approved by the court must provide assurances that the settlement “is fair and reasonable to the members of the class.” *Chattin v. Cape May Greene, Inc.*, 216 N.J.Super. at 627. In order to give more than lip service to the fairness standard, it is imperative that the court also assure itself that the settlement is “fair, adequate, and reasonable, and not the product of collusion.” *Joel A. v. Guiliani*, 218 F.3d 132, 138 (2d Cir.2000). To do this requires a framework, one that is readily found in several federal sources. For example, the *Manual for Complex Litigation, Fourth* lists the following non-exclusive factors for judges to consider when reviewing an application to approve a class action settlement:

1. the advantages of the proposed settlement versus the probable outcome of a trial on the merits of liability and damages as to the claims, issues, or defenses of the class and individual class members;

*11 2. the probable time, duration, and cost of trial;

3. the probability that the class claims, issues, or defenses could be maintained through trial on a class basis;

4. the maturity of the underlying substantive issues, as measured by the information and experience gained through adjudicating individual actions, the development of scientific knowledge, and other factors that bear on the probable outcome of a trial on the merits;

5. the extent of participation in the settlement negotiations by class members or class representatives, and by a judge, a magistrate judge, or a special master;

6. the number and force of objections by class members;

7. the probable resources and ability of the parties to pay, collect, or enforce the settlement compared with enforcement of the probable judgment predicted under above paragraph 1 or 4;

8. the effect of the settlement on other pending actions;

9. similar claims by other classes and subclasses and their probable outcome;

10. the comparison of the results achieved for individual class or subclass members by the settlement or compromise and the results achieved or likely to be achieved for other claimants pressing similar claims;

11. whether class or subclass members have the right to request exclusion from the settlement, and, if so, the number exercising that right;

12. the reasonableness of any provisions for attorney fees, including agreements on the division of fees among attorneys and the terms of any agreements affecting the fees to be charged for representing individual claimants or objectors;

13. the fairness and reasonableness of the procedure for processing individual claims under the settlement;

14. whether another court has rejected a substantially similar settlement for a similar class; and

15. the apparent intrinsic fairness of the settlement terms.

In determining the weight accorded these and other factors, courts have examined whether

- other courts have rejected similar settlements for competing or overlapping classes;

- the named plaintiffs are the only class members to receive monetary relief or are to receive relief that is disproportionately large (differentials are not necessarily improper, but may call for judicial scrutiny);

- the settlement amount is much less than the estimated damages incurred by members of the class as indicated by preliminary discovery or other objective measures, including settlements or verdicts in individual cases;

- the settlement was completed at an early stage of the litigation without substantial discovery and with significant uncertainties remaining;
 - nonmonetary relief, such as coupons or discounts, is unlikely to have much, if any, market or other value to the class;
 - significant components of the settlement provide illusory benefits because of strict eligibility conditions;
 - some defendants have incentives to restrict payment of claims because they may reclaim residual funds;
- *12 • major claims or types of relief sought in the complaint have been omitted from the settlement;
- particular segments of the class are treated significantly differently from others;
 - claimants who are not members of the class (e.g., opt outs) or objectors receive better settlements than the class to resolve similar claims against the same defendants;
 - attorney fees are so high in relation to the actual or probable class recovery that they suggest a strong possibility of collusion;
 - defendants appear to have selected, without court involvement, a negotiator from among a number of plaintiffs' counsel; and
 - a significant number of class members raise apparently cogent objections to the settlement. (The court should interpret the number of objectors in light of the individual monetary stakes involved in the litigation. When the recovery for each class member is small, the paucity of objections may reflect apathy rather than satisfaction. When the recovery for each class member is high enough to support individual litigation, the percentage of class members who object may be an accurate measure of the class' sentiments toward the settlement. However, an apparently high number of objections may reflect an organized campaign, rather than the sentiments of the class at large. A similar phenomenon is the organized opt-out campaign.)

§ 21.662 *Manual for Complex Litigation, Fourth* 316–318 (footnotes omitted).

These factors are similar to factors regularly utilized in the Second and Third Circuits for over thirty years, *see City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir.1974); *In re Elan Securities Litigation*, 385 F.Supp.2d 363, 368 (S.D.N.Y.2005); *Girsh v. Jepsen*, 521 F.2d 153, 156 (3d Cir.1975); *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 235 (D.N.J.2005), and commend themselves for use in this jurisdiction and in this case in particular.

1. Advantages of Settlement over Probable Outcome at Trial

In evaluating the risks of establishing liability and damages, it is appropriate to survey the possible risks of litigation in order to balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of immediate settlement. *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, *supra*, 148 F.3d at 319. However, the court should avoid conducting a “mini-trial and must, to a certain extent, give credence to the estimation of the probability of success proffered by class counsel[.]” *In re Ikon Office Solutions, Inc. Sec. Litig.*, *supra*, 194 F.R.D. at 181 (citation omitted).

This case is a complex amalgam of products liability claims, consumer fraud, and breach of warranty theories. To succeed on its primary claims, the class must establish that the defendant engaged in unfair business practices. Regardless of the strength of the case class counsel might present at trial, victory in litigation is never guaranteed and here a successful outcome on all proffered theories is dubious at best. A jury could place considerable weight upon the credibility and testimony of defendant's agents and other witnesses, some of whom are well-respected in their industry, who would undoubtedly deny all aspects of knowledge of consumer fraud. Such risks as to liability strongly weigh in favor of the settlement.

*13 In addition, the class would have to overcome significant damage defenses that defendant would assert relating to individual driving idiosyncrasies as the source of class members' brake problems. As is often the case, the parties would likely engage in a battle of experts on the question of ascertainable damages, the outcome of which would be unpredictable. Settlement is favored because it eliminates these inherent, unavoidable litigation risks.

2. Probable Time, Duration, and Cost of Trial

This factor is intended to capture the probable costs, in both time and money, of continued litigation through trial. *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, *supra*, 55 F.3d at 812. Although the parties have already expended enormous sums to enable them to reach this settlement, much more would be necessary to conclude this dispute under the auspices of a jury.

After this costly and lengthy discovery, it is likely that the parties would have engaged in extensive motion practice, consisting of, at a minimum, motions for summary judgment and evidentiary in limine applications. The costs associated with prosecuting and defending these motions would have diminished the recovery of the class, perhaps depleted the resources of defendant, and presented the court with thorny legal, evidential, and factual issues to resolve. What would happen in the actions pending in other states would only serve to more fully drain the resources of all parties.

Finally, trial of the liability issues would involve substantial attorney and expert time, the introduction of voluminous documentary and deposition evidence, vigorously contested motions, and the considerable expenditure of judicial resources. The damages calculation at trial, would involve time-consuming and complex economic analyses, straining the patience of even the most engaged jurors. All of these expenses would impose a significant burden on any recovery obtained for the subclasses if plaintiffs were even ultimately successful. A result that avoids an unnecessary and unwarranted expenditure of time and resources benefits everyone. *Computron Software, Inc., Sec. Litig.*, 6 F.Supp.2d 313, 317 (D.N.J.1998).

3. Probability of Maintaining the Class Action Through Trial

“The value of a class action depends largely on the certification of the class because, not only does the aggregation of the claims enlarge the value of the suit, but often the combination of the individual cases also pools litigation resources and may facilitate proof on the merits. Thus, the prospects for obtaining certification have a great impact on the range of recovery one can expect to reap from the action.” *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, *supra*, 55 F.3d at 817. While decertification is always a possibility in any class action, the parties do not identify any particular issue or circumstance in this case that might lead to a particular risk of decertification.

4. Maturity of the Underlying Substantive Issues

*14 This factor evaluates, among other things, the novelty of the class theories of liability and assesses the probable outcome of those theories at trial. In this action, where plaintiffs assert traditional statutory consumer fraud and products liability theories, there is but a small likelihood that legal issues will be paramount at trial. Instead, the hotly contested factual disputes, especially those that revolve around the allegations of defective products and sharp business practices regarding the warranty, will be the engine that drives the litigation. Thus, this factor neither favors nor militates against the fairness of the settlement.

5. Nature of Settlement Negotiations

The settling parties have trumpeted the arms-length manner in which the settlement was reached. Starting out as wary adversaries, they voluntarily entered a mediation process and spent months working under the stewardship of a retired member of the federal judiciary. The long involvement of the neutral mediator during the settlement negotiations lends support to the parties' claim that they bargained as adversaries and at arms length. This backs the settlement. I have no sense that there was collusion among the parties that results in unfairness to the subclasses.

6. Number and Force of Objections by Class Members

This factor is a very significant element in assessing the fairness of the settlement. Since court approval is a substitute for the usual right of litigants to determine their own best interests, the reaction of class members who object can not be lightly ignored or rejected out of hand. In like vein, courts will not ignore the absence of objection to a settlement. Courts construe class members' failure to object to proposed settlement terms as evidence that the settlement is fair and reasonable. See *Fickinger v. C.I. Planning Corp.*, 646 F.Supp. 622, 631 (E.D.Pa.1986) (“Unanimous approval of the proposed settlement by the class members is entitled to nearly dispositive weight.”). However, courts must be cautious about “inferring support from a small number of objectors to a sophisticated settlement.” *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, *supra*, 55 F.3d at 812. This is particularly true in large consumer fraud class action cases, as many consumers may have such small amounts at stake that it is imprudent to invest the time and resources to contest a settlement. To date, there have been less than 70 objections lodged. This is an inconsequential number and does not militate toward derailing the settlement. *Bell Atl.*

Corp. v. Bolger, 2 F.3d 1304, 1313 n. 15 (3d Cir.1993)(finding that 30 objectors in a class of 1.1 million is an “infinitesimal number”).

For the most part, the objections focus almost exclusively on discrete components of the settlement. Most complain about the seemingly inadequate amount of cash paid, in light of class members' aggravation engendered by the motor vehicles' performance and DCC's wary responses to warranty claims. I am satisfied that although many of the objections are heartfelt and articulate, they do not present a convincing case to reject the settlement. The thunderous silence from the vast majority of class members is an overwhelming indication that the settlement is fair and adequate. A settlement need not be perfect in order to be approved; it need not equally satisfy every member of the class.

*15 Although there is a rational argument to be made that a differently configured settlement might make sense, and would be within the reach of the parties, there is nothing fundamentally unfair about the way the instant settlement treats all class members, even with the differential treatment that is proposed among the subclasses. The most that might be said for the arguments of the objectors is that they are entitled to respectful consideration. There is nothing in their arguments that commands the exercise of judicial discretion towards scuttling an eminently just compromise. Even the great hew and cry concerning the sheer number of complaints lodged with federal agencies is unavailing when compared to the deafening silence of the vast majority of the class. There is always a “better” settlement just around the corner, but without a principled way to reject the instant compromise other than to nitpick it to death, there is no just reason to disturb the efforts of those who toiled so long and hard to reach a reasonable accommodation of all parties' interests.

I reject as unfounded the notion that a more generous notice procedure should have been employed to notify more potential class members of the settlement, including the deployment of magazine and newspaper advertisements. There is no showing that any significant numbers of probable class members are wandering in the wilderness without knowledge or information about this matter. The notice appears the best practicable under the circumstances.

I further decline to disturb the settlement on the ground that the release on behalf of class members is too expansive and, for some, is not supported by consideration. This point of view reflects a rather myopic position of the objector

who claims an entitlement to tangible benefits for each and every class member. Some of the benefits of the settlement are tangible, some are intangible. All of the give and take in the settlement reflects a measured balancing of the strengths and weaknesses in each subclass, and an appropriate accommodation of each is embodied in the settlement terms.

7. Ability of the Parties to Pay, Collect, or Enforce the Settlement

This factor weighs neither in favor nor against the settlement. There is nothing to suggest that there is a significant risk of nonpayment of the settlement by the defendant, and even a larger settlement would likely be capable of performance by DCC.

8. Effect of Settlement on Pending Actions

It appears that several other putative class actions have been commenced by class members that seek similar relief to that sought in this action. The instant settlement will obviate those other class actions by class members, thereby conserving the resources of those parties and judicial resources in those jurisdictions. This favors settlement here.

9. Similar Claims by Other Classes

This factor plays no role in determining whether the instant settlement is fair, reasonable, and adequate.

10. Comparison of Results Achieved by Individual Class Members

*16 This factor neither favors nor disfavors settlement because the parties have not brought the results of such individual claims to my attention.

11. Exclusion Requests

In a class of over one million, less than 2,000 class members exercised their right to opt-out of the settlement. This is less than 0.2%, a miniscule and insignificant number. This factor favors the settlement.

12. Reasonableness of Attorneys' Fees

The attorneys in this case seek approval of up to \$3,000,000 in attorneys' fees (\$2,916,746) and costs (\$83,254), all of which will be paid from the \$12 million cash fund that is set aside for the 1999–2002 Model Years Subclass. If, as plaintiffs contend, the value of the settlement is \$14.5 million,

reflecting the cash fund together with the putative value of the free brake inspections offered to class members, the attorneys' fees represent approximately 20% of this common fund. The attorneys' fees sought are in excess of the actual time value of the work done. In other words, the simple expedient of multiplying the actual hours of work expended times the hourly rate of the attorney or paralegal yields a lodestar fee in the amount of \$1,417,919. The requested attorneys' fees reflect a multiplier of 2.06 times the lodestar.

For reasons that will be outlined in detail later in this opinion, I conclude that the requested attorneys' fees are excessive. Instead, I will award the amount of \$2,175,000 as attorneys' fees, representing a multiplier of only slightly more than 1.5 times the lodestar and 15% of the common fund. Since the award effectively will be paid by or charged to class members, this generous amount of attorneys' fees does not militate for the settlement. However, because the attorneys' fees were negotiated *after* the terms of the settlement that strictly applied to the subclasses were completed, there is little evidence of collusion or conflict of interest on the part of the class attorneys. In short, the settlement is not subject to rejection just because the requested attorneys' fees are so high.

13. Other Actions

This factor explores whether other courts have already rejected substantially similar settlements for similar classes. There is no evidence that any court has rejected a settlement akin to this one, given the scope and breadth of this case. This slightly favors settlement here.

14. Intrinsic Fairness of the Settlement

By almost any standard, plaintiffs engaged in a difficult quest to obtain remedies for consumers against an domineering foe. Plaintiffs faced formidable obstacles in arriving at a satisfactory resolution of their grievances. If the plaintiffs were able to obtain class certification in a contested environment, resist the inevitable dispositive motions of defendants, survive the crucible of the trial, and obtain the best possible result from a jury, the result would likely resemble this settlement, or less. Indeed, the grave difficulties of convincing a trier of fact that brake wear is the primary responsibility of the car manufacturer and not otherwise attributable to the peculiarities of individual driving styles and road conditions would likely lead to a ruinous result for plaintiffs. Thus, I see nothing that commends a rejection of the settlement in favor of casting class members' fates to the wind by going to trial. The elements of the instant settlement

present a powerful array of relief that cannot be meaningfully challenged. It is easy to nitpick and second-guess discrete elements of the settlement, and to take cheap shots at the attorneys' fees, but in the end, the settlement stands tall on its own two feet. This factor favors settlement.

15. Miscellaneous Factors

*17 The most substantial component of the miscellaneous group of factors that are relevant to this case is an analysis of the stage of the litigation when the action settled. A settlement should not be approved if the parties do not have an adequate appreciation of the merits of the case. Consequently, the type and amount of discovery, formal or informal, that has occurred since the inception of the action are relevant to the propriety of the settlement. However, the fact that this case settled before class certification was decided and before the completion of all formal discovery should not mask the fact that plaintiffs' attorneys had obtained substantial discovery data through litigational processes and the mediation mechanism. I am satisfied that the parties reached this settlement only after plaintiffs' counsel engaged in careful and extensive research, investigation, and analysis of the facts and circumstances surrounding the conduct of defendants' business practices. I conclude that class counsel have a sufficient basis upon which to assess the strengths and weaknesses of the claims and the terms of the settlement. For all of the reasons heretofore expressed, I am thoroughly convinced that the factors favoring settlement substantially outweigh those few factors that counsel against the settlement. Accordingly, I approve the settlement as fair, reasonable, and adequate.

E. The Attorneys' Fees

Plaintiffs' attorneys seek the court's approval of the terms of the settlement that would enable them to reap \$2.9 million in attorneys' fees. The defendant does not object to the payment of these attorneys fees as required by the settlement agreement, for the obvious reason that its liability for all cash contributions is capped at \$12 million. Accordingly, this "clear sailing" agreement requires even greater scrutiny by the court. *See In re Fine Paper Antitrust Litig.*, 751 F.2d 562, 583 (3d Cir.1984); *Weinberger v. Great N. Nekoosa Corp.*, 925 F.2d 518, 519 (1st Cir.1991) (In the case of a "clear sailing" agreement (i.e., where the party paying the fees agrees not to contest the court-awarded amount as long as it does not exceed a negotiated ceiling), "rather than merely rubber-stamping the request, the court should scrutinize it to ensure that the fees awarded are fair and reasonable.").

In ruling on a motion for award of attorneys' fees, I have two goals. The court seeks to protect the interests of class members by acting as a fiduciary for the class. *In re Cendant Corp. Litig.*, 264 F.3d 201, 231 (3d Cir.2001). The court's fiduciary role arises from a recognition that there is a potential economic conflict of interest between class members, who seek to maximize recovery from a settlement, and lawyers, who seek to maximize fees. The United States Court of Appeals for the Third Circuit has explained that the "divergence in [class members' and class counsel's] financial incentives ... creates the 'danger ... that the lawyers might urge a class settlement at a low figure or on a less-than-optimal basis in exchange for red-carpet treatment for fees.'" *In re Cendant Corp. Prides Litig.*, 243 F.3d 722, 730 (3d Cir.2001) (quoting *In re General Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 820 (3d Cir.1995)). Consequently, "the danger inherent in the relationship among the class, class counsel, and defendants 'generates an especially acute need for close judicial scrutiny of fee arrangements' in class action settlements." *Id.* (quoting *In re General Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, *supra*, 55 F.3d at 820).

*18 In examining an application for an award of attorneys' fees from a common fund, the Court also seeks to protect the public interest and, with it, the integrity of the judicial system:

For the sake of their own integrity, the integrity of the legal profession, and the integrity of Rule 23, it is important that the courts should avoid awarding "windfall fees" and that they should likewise avoid every appearance of having done so. To this end courts must always heed the admonition of the Supreme Court in *Trustees v. Greenough*, [105 U.S. 527, 26 L. Ed. 1157 (1881)], when it advised that fee awards under the equitable fund doctrine were proper only "if made with moderation and a jealous regard to the rights of those who are interested in the fund."

City of Detroit v. Grinnell Corp., 495 F.2d 448, 469 (2d Cir.1974) (quoting *Trustees v. Greenough*, 105 U.S. 527, 536, 26 L. Ed. 1157 (1881)), abrogated on different grounds by *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43 (2d Cir.2000)).

Keeping these two goals in mind, I am bound to review thoroughly and with the eye of a skeptical client the attorneys' fee application for fairness.

1. *The Incollingo Case*

There appears to be only one reported decision in New Jersey that directly deals with the method of setting attorneys fees in connection with a common fund class action settlement. *Incollingo v. Canuso*, 297 N.J.Super. 57 (App.Div.1997). The opinion is noteworthy because it does not examine the extensive body of federal law that has emerged nationally relating to attorneys' fees in common fund cases. Indeed, it ignores federal precedent and treats the matter as if it were solely a fee application pursuant to a fee-shifting statute² subject to *Rendine v. Pantzer*, 141 N.J. 292 (1995). See *Incollingo v. Canuso*, *supra*, 297 N.J.Super. at 63.

In *Incollingo*, the total attorneys' fees of \$925,000.00 plus costs of approximately \$150,000.00 were to be deducted from the settlement common fund created by the total cash recovery of \$2,975,000.00 (plus coupons with a face value of \$231,000). The method espoused by the court requires that the trial judge first determine the lodestar amount. Next, I am obligated to reduce the lodestar if it includes unreasonable charges or because the level of success is limited compared to the relief sought. *Id.* at 63. Then I must ascertain whether the hourly rates for the attorneys performing the work are reasonable. Finally, I must determine whether to increase the lodestar to "consider whether to increase that fee to reflect the risk of nonpayment in all cases in which the attorney's compensation entirely or substantially is contingent upon a successful outcome." *Id.* (citing *Rendine v. Pantzer*, *supra*, 141 N.J. at 337).

This methodology is at odds with the majority view of how to award attorneys' fees in common fund class actions, and is not advocated by plaintiffs' attorneys. Courts typically use the percentage of recovery method in common fund class actions, as that method is "generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.'" *In re Rite Aid corp. Sec. Litig.*, 396 F.3d 294, 300 (quoting *In re Prudential Ins. Co. of Am. Sales Practice*, *supra*, 148 F.3d at 333.) When a court uses the percentage of recovery method, it "first calculates the percentage of the total recovery that the proposal would allocate to attorneys fees by dividing the amount of the requested fee by the total amount paid out by the defendant; it then inquires whether that percentage is appropriate based on the circumstances of the case." *In re Cendant Corp. Litig.*, 264 F.3d 201, 256 (3d Cir.2001). This is mirrored in the *Manual for Complex Litigation, Fourth*, which states:

*19 Historically, attorney fees were awarded from a common fund based on a percentage of that fund. After a period of experimentation with the lodestar method (based on the number of hours reasonably expended multiplied by the applicable market rate for the lawyer's services), the vast majority of courts of appeals now permit or direct district courts to use the percentage-fee method in common-fund cases. The only court of appeals that has not explicitly adopted the percentage method seems to allow considerable flexibility in approving combined percentage and lodestar approaches.

§ 14.121 *Manual for Complex Litigation, Fourth* 187 (footnotes omitted).

Thus, even though *Incollingo* may not be in the mainstream of modern class action jurisprudence, I may neither ignore, nor disobey its mandate. Thus, as instructed by *Incollingo*, I will view plaintiffs' requested attorneys' fees under the lens of *Rendine*.

A. Determine the Lodestar

As of October 10, 2006, the summary records of plaintiffs' attorneys showed that they had logged 3,777.25 hours in this case. The requested lodestar is \$1,417,919 reflecting a blended hourly rate of slightly more than \$375 per hour. Although summary in nature, the attorneys' fees information that I have reviewed do not appear to contain any unreasonable charges, churning, or any other reason to adjust the lodestar downward. The average hourly rate—the blended rate—is within a reasonable range that matches the skill and resolve exhibited by plaintiffs' attorneys during this litigation. Moreover, there is no principled reason to adjust the lodestar downward because of a purported lack of success as compared to the original relief sought. Since qualifying class members will obtain tangible and intangible benefits provided by the defendant, it would be wholly inaccurate to characterize the settlement as either incomplete or unsatisfactory. To the contrary, plaintiffs' counsel obtained some valuable benefits in a litigational environment that defendant made decidedly unfriendly.

B. Lodestar Adjustment

This process calls for the most difficult analysis because here I am asked to increase the lodestar by a factor of 207% to reflect the \$2.9 million request for legal fees under the settlement agreement. I decline, under the *Rendine* iteration, to adjust

the lodestar by such a sizeable factor, especially where no exceptional circumstances exist.

The element that will move the lodestar is primarily the risk of nonpayment where the compensation is entirely or substantially contingent on a successful outcome. In *Rendine*, the New Jersey Supreme Court noted that in the usual fee-shifting case, the contingency enhancement should be between five and fifty-percent of the lodestar. In fact, exercising its original jurisdiction in *Rendine*, the New Jersey Supreme Court increased the lodestar by 33%. *Id.* at 345. I am exceeding that percentage and allowing a high end lodestar enhancement of 50%. This reflects a blended hourly rate of approximately \$563 per hour, a fulsome compensation by any standard. Moreover, it adequately compensates plaintiffs' counsel for the risks inherent in pursuing this action. Thus, I award plaintiffs' attorneys a fee of \$2,126,878, plus their reasonable expenses of \$83,254, for a total award that will come from the cash fund of \$2,210,132.

*20 In light of this result, and recognizing that *Incollingo* may not be the sole controlling precedent, I will crosscheck the result using principles derived from federal jurisprudence in common fund class action settlement cases. Ironically, this is exactly backwards to the federal scheme, which first computes a percentage of recovery as the basis for the attorneys' fees, and then crosschecks the result with the lodestar method.

The methodology that I will employ is that of the United States Court of Appeals for the Third Circuit, not just because New Jersey is part of the Third Circuit, but because the most mature and well-developed analyses of attorneys' fees has emerged from that court. It is said that the 1985 recommendation of a Third Circuit task force, *Court Awarded Attorney Fees: Report of the Third Circuit Task Force*, reprinted in 108 *F.R.D.* 237 (1985), was one of the driving forces that spurred the percentage method to gain favor. § II(B)(2)(a), *Awarding Attorneys' Fees and Managing Fee Litigation, Second*, Alan Hirsch and Diane Sheehy (Federal Judicial Center 2005) at 72. The D.C. and Eleventh Circuits require the percentage method. The First, Second, Sixth, Seventh, Eighth, Ninth, and Tenth Circuits have stated that the district court may use either the percentage method or the lodestar method. The Seventh Circuit has indicated that the percentage method is preferred. The Ninth Circuit has suggested that the percentage method is particularly appropriate when there are multiple claims and it would be difficult to determine what hours were expended on the claims

that produced the fund. The Ninth Circuit also suggested that the lodestar is preferable when special circumstances indicate that the percentage recovery would be either too small or too large in light of the hours devoted to the case or other relevant factors. The Fifth Circuit has not explicitly adopted the percentage method, but seems to allow a combined percentage and lodestar approach. *Id.* at 72–73.

In this action, the plaintiffs' attorneys have urged that I follow the Third Circuit's methodology as outlined in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190 (3d Cir.2000). I accept their invitation because *Gunter* represents an appropriate methodology that may be readily deployed in the instant case.

2. The *Gunter* Case

Gunter sets forth the analysis for determining the reasonableness of a percentage fee award. The court stated in common fund cases, a trial court should first consider several factors in setting a fee award. Those factors include:

- (1) the size of the fund created and the number of person benefited;
- (2) the presence or absence of substantial objections by members of the class to the ... fees requested by counsel;
- (3) the skill and efficiency of the attorneys involved;
- (4) the complexity and duration of the litigation;
- (5) the risk of nonpayment;
- (6) the amount of time devoted to the case by plaintiffs' counsel;
- and (7) the awards in similar cases.

*21 *Gunter v. Ridgewood Energy Corp.*, *supra*, 223 F.3d at 195 ((citing *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, *supra*, 148 F.3d at 336–340; and *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, *supra*, 55 F.3d at 819–22).

The court also instructed that a court should “cross-check the percentage award at which [it] arrive[s] against the ‘lodestar’ award method, which is normally employed in statutory fee-award cases.” *Id.* These factors “need not be applied in a formulaic way. Each case is different, and in certain cases, one factor may outweigh the rest.” *Gunter v. Ridgewood Energy Corp.*, *supra*, 223 F.3d at 195 n. 1.

A. Size of Fund and Number of Persons Benefited

Generally speaking, as the size of the settlement fund increases, the percentage award decreases. *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, *supra*, 148 F.3d at

339; *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 148 (E.D.Pa.2000). The basis for the inverse relationship is the belief that at some point the size of the recovery is attributable to the size of the class and has no direct relationship with the efforts of counsel. *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, *supra*, 148 F.3d at 339.

Plaintiffs' contend that the value of the settlement is more than \$14.5 million, based upon the sum of the cash fund, the cost of brake inspections, and the administrative costs that are being borne by defendant. Although it is unclear exactly how much of the \$12 million fund will actually be used up through the claims process, the objectors speculation that only a small fraction of claims will be honored is belied by the unusually robust response of class members for the free brake inspections. If this response is emblematic of those who will take advantage of the fund, I believe that most, if not all of it will be devoted to compensate individual class members. As for the estimated value of the brake inspections, the assignment of \$50 for each inspection appears soundly based in the record, and when combined with the 50,000 requests for inspection, results in the \$2.5 million additur to the \$12 million cash fund. Lastly, the administrative costs that will be shouldered by defendant surely have value to plaintiffs, even if a mathematically precise amount may not be calculable at this time.

Since the requested fees (\$2.9 million) reflects only 20% of the value of the settlement, it is neither outrageous nor shocking. Thus, this first *Gunter* factor disfavors reduction of the requested attorneys' fees.

B. Presence or Absence of Substantial Objections

The second *Gunter* factor assays the quality and quantity of objections by class members to the settlement terms and to the fees requested by their counsel. The majority of objections directed against the attorneys' fees addressed the unrealistic comparison of the benefit to individual class members with the aggregate of the fee request. The objectors point out the difficulty in assessing the true value of the settlement at this time, and continually argue that a better settlement should have been demanded by plaintiffs' attorneys. The objectors' position echoes a familiar refrain seen in class action settlements and the concomitant application for attorneys' fees. They have not persuasively argued that plaintiffs' attorneys' fees request is anything more than a product of lawyer's avarice. This emotional argument does not hold sway. This factor neither favors nor disfavors the award of the requested attorneys' fees.

C. Skill and Efficiency of Attorneys Involved

*22 A goal of the percentage fee-award is to ensure that competent counsel continue to undertake risky, novel, and complex litigation that serves the public interest. The experience and expertise of plaintiffs' attorneys supports the requested award. All counsel conducted themselves thus far in a professional and expert manner throughout this case.

D. Complexity and Duration of the Litigation

Although this case involves complex legal and factual issues, it contains none of a sort that would engender novel or first impression considerations. Indeed, although defendant put plaintiffs' counsel through extensive and time consuming motion practice and discovery procedures, and dispositive motions would certainly follow, the heat created by the friction of the adversary process in this case does not appear too great. In other words, this litigation is not unduly demanding, nor overly taxing to the attorneys for plaintiffs.

E. Risk of Nonpayment

This case, like most consumer product class actions, presents the potential for an uncertain outcome and a significant risk of not recovering anything. On the other hand, there was a favorable outlook for recovery sufficient for seasoned counsel to undertake the case on behalf of plaintiffs and the class on a contingency fee basis. This factor does not favor the requested fee to any great extent.

F. Amount of Time Devoted by Counsel

Plaintiffs' attorneys had expended 3,777 of hours on this action as of October 2006. This amount of attorney time is disproportionate to the request for \$2.9 million in fees, especially where the tangible cash benefits to the class are less than \$12 million. I find that the amount of time devoted to this case weighs against the percentage of recovery requested as a fee in this case.

G. Awards in Similar Cases

This factor requires the court to compare the percentage of recovery requested as a fee in this case against the percentage of recovery in other common fund cases in which the percentage of recovery method, rather than the lodestar method, was used. *In re Cendant Corp. Prides Litig.*, *supra*, 243 F.3d at 737. In *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir.2002), the court surveyed percentage based

attorneys' fee awards in thirty-four common fund cases. The awards included in the survey ranged from 2.8% to 40% of the common fund. *Id.* at 1052–54. Eighteen of the thirty-four cases analyzed by the Ninth Circuit involved settlements of \$100 million or more. Attorneys' fees of 30% of the common fund were awarded in only three of those cases. Percentage based fees of 25% or more were awarded in nine of the eighteen megafund cases surveyed. *Id.* The *Vizcaino* court affirmed a fee award of 28% of a common fund of approximately \$97 million. *Id.* at 1052. The Third Circuit examined the percentage based fee awards in eighteen megafund cases in *In re Cendant Corp. Prides Litig.*, *supra*, 243 F.3d at 737–38. The “attorneys' fee awards ranged from 2.8% to 36% of the common fund in those cases.” *Id.* at 738. Percentage based fees of 30% or more were awarded in only three of the cases reviewed by the Third Circuit. *Id.* The fee award was more than 25% of the common fund in five of the eighteen cases. *Id.* Attorneys' fees of 25% of the common fund of \$ 126.6 million were awarded to plaintiffs' counsel in *In re Rite Aid. In re Rite Aid Sec. Litig.*, 362 F.Supp.2d 587 (E.D.Pa.2005). See also *In re Combustion, Inc.*, 968 F.Supp. 1116, 1136 (W.D.La.1997) (setting a maximum cap reserve for attorneys fees of 36% of common fund of \$ 127 million); *In re Ikon Office Solutions, Inc. Sec. Litig.*, *supra*, 194 F.R.D. at 192–196 (awarding attorneys' fees of 30% of common fund (less costs) of \$108 million with an excess of 45,000 attorney hours).

*23 Having exhaustively reviewed the *Gunter* factors, I conclude that they do not support plaintiffs' request for an award of \$2.9 million, representing 20% of the tangible settlement fund. Instead, a fee based upon the percentage method of 15% (\$2,175,000) would be more appropriate, and yields an attorneys' fee slightly more than using the *Incollingo* method. This confirms that the attorneys' fee shall be \$2,126,878.

IV. CONCLUSION

For the reasons set forth above, I grant class action status to this matter and appoint plaintiffs' attorneys as class counsel. I grant the motion to approve the settlement. I approve attorneys' fees and expenses for plaintiffs' attorneys in the total amount of \$2,210,132. I request that plaintiffs' attorneys prepare the final judgment memorializing this decision, circulate it among all counsel and any objectors who appeared at the Fairness Hearing, and submit it to me for signature as soon as practicable pursuant to R. 4:42–1(c).

All Citations

Not Reported in A.2d, 2006 WL 3780789

Footnotes

- 1 This action and Judge Moses' provisional determinations that the action may proceed as a class action and that the settlement had apparent merit were pending before the New Jersey Rules of Court affecting class actions changed on September 1, 2006. I will apply the Rules in effect as of the date of this decision.
- 2 Statutory awards are generally calculated using the lodestar method (number of hours reasonably spent on the litigation multiplied by the hourly rate, enhanced in some circumstances by a multiplier), subject to any applicable statutory ceiling on the hourly rate. § 21.71 *Manual for Complex Litigation, Fourth* 334–335. Common fund awards are generally based upon a percentage of the common fund the class action has produced.

DeNITTIS OSEFCHEN PRINCE, P.C.

James A. Barry, Esq. (027512008)
525 Route 73 North, Suite 410
Marlton, NJ 08053
(856)797-9951
jbarry@denittislaw.com

(additional counsel on signature page)

REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY, ST.
PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF FINAL APPROVAL
OF PROPOSED CLASS ACTION SETTLEMENT**

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii-v

Summary of Relief Sought..... 1

Introduction to the Action..... 1

Procedural History of the Litigation 2

Summary of the Proposed Settlement..... 3

Summary of Argument 4

I. THE SETTLEMENT IS FAIR AND REASONABLE UNDER THE CIRCUMSTANCES AND SHOULD BE GIVEN FINAL APPROVAL..... 7

A. The Use of Federal Authority Has Been Authorized on Motions to Approve a Proposed Class Action Settlement in New Jersey State Court 7

B. New Jersey Law Highly Favors Settlement of Class Actions 8

C. General Standards to Be Applied..... 8

D. Specific Factors to Be Applied 13

1. The Complexity, Expense, and Duration of the Litigation..... 14

2. Reaction of the Class 16

3. The Stage of the Proceedings and the Amount of Discovery Completed..... 17

4 & 5. The Risk That the Class Would Not Establish Liability and/or Damages..... 19

6. The Risk of Maintaining Class Certification Through Trial..... 20

7. The Ability of Defendant to Withstand a Greater Judgment 21

8 & 9. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and in Light of All the Attendant Risks of Litigation 21

II. THE SETTLEMENT CLASS CONTINUES TO MEET THE PREREQUISITES FOR CERTIFICATION UNDER R. 4:32 23

Conclusion 25

TABLE OF AUTHORITIES

<u>Case</u>	<u>Page</u>
<u>Alves v. Main</u> , 2012 U.S. Dist. LEXIS 171773 at *72 (D.N.J. Dec. 4, 2012)	11
<u>Austin v. Pa. Dept. of Corrections</u> , 876 F. Supp. 1437, 1472 (E.D. Pa.1995)	22
<u>Bell Atl. Corp. v. Bolger</u> , 2 F.3d 1304, 1314 (3d Cir. 1993).....	16
<u>Birmingham v. Travelers</u> 475 N.J. Super 246 (App. Div. 2023)	1, 6, 20, 24
<u>Builders League of S. Jersey, Inc. v. Gloucester Cnty. Utils. Auth.</u> , 386 N.J. Super. 462, 471 (App. Div. 2006)	8, 9
<u>Canupp v. Sheldon</u> , 2009 WL 4042928 at *14 (M.D. Fla. 2009)	11
<u>In re Cendant Corp. Litig.</u> , 264 F.3d 201, 234-35 (3d Cir. 2001)	16
<u>Chattin v. Cape May Greene, Inc.</u> , 216 N.J. Super. 618, 627 (App. Div. 1987)	10
<u>Cotton v. Hinton</u> , 559 F.2d 1326, 1330 (5th Cir. 1977)	22
<u>Courtney Thorson and Michael J. Lucci Jr. v. The Travelers Companies, Inc. and St. Paul Protective Ins. Co.</u> , Docket Number 1:23-cv-02332	3
<u>Educ. Station Day Care Ctr., Inc. v. Yellow Book USA, Inc.</u> , 2007 WL 1245971 at *2 (App. Div. 2007).....	5, 7, 8, 9
<u>Eichenholtz v. Brennan</u> , 52 F.3d 478, 489 (3d Cir. 1995).....	9, 17
<u>Flinn v. FMC Corp.</u> , 528 F.2d 1169 (4th Cir. 1975)	22

<u>Girsh v. Jepson,</u> 521 F.2d 153, 157 (3d Cir. 1975).....	13, 14
<u>Glaberson v. Comcast Corp.,</u> 2015 WL 5582251 at *6 (E.D. Pa. Sept. 22, 2015)	19
<u>Glichen v. Bradford,</u> 35 F.R.D. 144, 152 (S.D.N.Y. 1964)	21
<u>Gurriere v. Bloomfield Condo. Assocs., LLC,</u> 2015 N.J. Super. Unpub. LEXIS 2137, at *69 (N.J. Super Ct. 2015)	14
<u>Hawker v. Consovoy,</u> 198 F.R.D. 619, 633 (D.N.J. 2001).....	22
<u>Iliadis v. Wal-Mart Stores, Inc.,</u> 191 N.J. 88, 105 (2007)	10
<u>In re Am. Investors Life Ins. Co. Annuity Mktg. & Sales Practices,</u> 263 F.R.D. 226, 239 (E.D. Pa. 2009).....	14
<u>In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.,</u> 2011 WL 2204584 at *38 (N.D. Ill. 2011)	18
<u>In re CertainTeed Corp. Roofing Shingle Prods. Liab. Litig.,</u> 269 F.R.D. 468, 485 (E.D. Pa. 2010).....	16
<u>In re Corrugated Container Antitrust Litig.,</u> 659 F.2d 1322, 1325 (5th Cir.1981)	10
<u>In re Linerboard Antitrust Litig.,</u> 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003)	12
<u>In re Mego Fin. Corp. Sec. Litig.,</u> 213 F.3d 454, 459 (9th Cir. 2000)	17
<u>In re NFL Players Concussion Injury Litig.,</u> 821 F.3d 410, 438 (3d Cir. 2016).....	17, 18
<u>In re Pacific Enters. Sec. Litig.,</u> 47 F.3d 373, 378 (9th Cir. 1995)	11, 22
<u>In re Paine Webber Ltd. P'ships Litig.,</u> 171 F.R.D. 104, 125 (S.D.N.Y. 1997)	22

<u>In re Processed Egg Prods. Antitrust Litig.</u> , 284 F.R.D. 249, 267 (E.D. Pa. 2012).....	18
<u>In re Prudential Ins. Co. of Am. Sales Practices Litig.</u> , 148 F.3d 283, 317 (3d Cir. 1998).....	13
<u>In re Rent-Way Secs. Litig.</u> , 305 F. Supp. 2d 491, 509 (W.D. Pa. 2003).....	12
<u>In re Rite Aid Corp. Sec. Litig.</u> , 146 F. Supp. 2d 706, 715 (E.D. Pa. 2001)	5, 16
<u>In re Telik, Inc. Secs. Litig.</u> , 576 F. Supp. 2d 570, 575 (S.D.N.Y. 2008).....	12
<u>In re Warfarin Sodium Antitrust Litig.</u> , 391 F.3d 516, 535 (3d Cir. 2004).....	8
<u>Krangel v. Golden Rule Res., Inc.</u> , 194 F.R.D. 501, 507 (E.D. Pa. 2000).....	16
<u>Lake v. First Nationwide Bank</u> , 900 F. Supp. 726, 732 (E.D. Pa. 1995)	16, 22
<u>Lazy Oil Co. v. Wotco Corp.</u> , 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997).....	19
<u>Levin v. Mississippi River Corp.</u> , 59 F.R.D. 353, 361 (S.D.N.Y.), <u>aff'd</u> 486 F.2d 1398 (2d Cir. 1973), <u>cert. denied</u> , 414 U.S. 1112 (1974)	9
<u>Lubitz v. DaimlerChrysler Corp.</u> , 2006 WL 3780789 at *3 (Law Div. 2006).....	8, 10, 11, 16, 18
<u>Morris Cnty. Fair Housing Council v. Boonton Twp.</u> , 197 N.J. Super. 359, 369 (Law Div. 1984).....	7, 8, 9
<u>Newman v. Stein</u> , 464 F.2d 689, 693 (2d Cir.), <u>cert. denied</u> , 409 U.S. 1039 (1972)	22
<u>Strougo v. Atlantic Shore Holding Co.</u> , 198 A.3d 309 (N.J. Super. Ct. 2017)	9, 13, 15
<u>Texas v. Organon USA Inc. (In re Remeron End-Payor Antitrust Litig.)</u> , 2005 U.S. Dist. LEXIS 27011 at *62 (D.N.J. Sep. 13, 2005).....	6

<u>Varacallo v. Mass. Mut. Life Ins. Co.</u> , 226 F.R.D. 207, 237 (D.N.J. 2005).....	17
<u>Vasquez v. Coast Valley Roofing, Inc.</u> , 266 F.R.D. 482, 489-490 (E.D. Cal. 2010).....	11
<u>Weiss v. Mercedes-Benz of N. Am., Inc.</u> , 899 F. Supp. 1297, 1300-01 (D.N.J. 1995).....	15
<u>W. Va. v. Chas. Pfizer & Co.</u> , 314 F. Supp. 710, 743-44 (S.D.N.Y. 1970), <u>aff'd</u> , 440 F.2d 1079 (2nd Cir. 1971)	19, 21
<u>Yedlowski v. Roka Bioscience, Inc.</u> , 2016 WL 6661336 at *14 (D.N.J. Nov. 10, 2016).....	19
<u>Statute</u>	
Class Action Fairness Act.....	2
New Jersey Consumer Fraud Act, <u>N.J.S.A.</u> 56:8-1	24
<u>N.J.S.A.</u> 39:6A-4.3(e)	1, 24
New Jersey Truth in Consumer Contract, Warranty and Notice Act, <u>N.J.S.A.</u> 56:12-15	24
<u>Court Rules</u>	
New Jersey Court Rule 4:32-1(e)	1
<u>R.</u> 4:32-1(a).....	23, 24
<u>R.</u> 4:32-1(b)(3)	23, 24, 25
Rule 4:32.....	23
Rule 4:32-2(c)	8
Rule 4:32-2(e)	7
<u>Other Sources</u>	
Herbert B. Newberg and Alba Conte, <i>Newberg on Class Actions</i> § 11.41 (3d ed. 1992).....	11
Joseph A. Osefchen & Philip Stephen Fuoco, “Leveling the Playing Field in the Garden State: A Guide to New Jersey Class Action Case Law,” 37 Rutgers L.J. 399, 477 (2006)	10

Summary of Relief Sought

Pursuant to New Jersey Court Rule 4:32-1(e), Plaintiffs hereby move for an Order:

- 1) Granting final approval to the accompanying proposed Class Action Settlement Agreement (Exhibit B to the Declaration of James A. Barry in Support of Plaintiffs' Motion for Final Approval);
- 2) Granting final certification of the Settlement Class;
- 3) Granting approval to the proposed fee application and awarding fees to class counsel; and
- 4) Granting approval to the proposed incentive awards to the class representatives.

Introduction to the Action

In this putative class action, Plaintiffs allege that two Travelers insurance entities, Travelers Indemnity Company and St. Paul Protective Insurance Company (collectively "Travelers" or "Defendants"), pursued an unlawful policy of selling New Jersey automobile insurance policies which purport to provide Personal Injury Protection (PIP) benefits in the legally mandated policy limits available under New Jersey law (as required by N.J.S.A. 39:6A-4.3(e)), but which actually reduce the amount of PIP benefits to below the statutorily mandated levels by subtracting co-pays and deductibles from the overall amount of coverage. As alleged in greater detail in the class complaint, the Appellate Division has held in a published opinion in Birmingham v. Travelers, 475 N.J. Super 246 (App. Div. 2023), that such a policy is a violation of N.J.S.A. 39:6A-4.3(e), although Defendants have contended in this litigation that there is an open question as to whether Birmingham applies retroactively. The complaint seeks declaratory, injunctive and monetary relief to end the challenged policy and to remedy its effects.

Defendants have denied, and expressly continue to deny, any wrongdoing or liability whatsoever. Defendants dispute the factual, legal, and other basis for Plaintiffs' claims, and they do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with

any allegations or claims that have been asserted against them in the Litigation or any violation of any law or duty. Defendants contend that they have always acted properly and also deny that Plaintiffs and/or Settlement Class Members are entitled to any form of damages or other relief based on the conduct alleged in the Litigation. Defendants have maintained, and continue to maintain, that they have meritorious defenses to all causes of action alleged in the Litigation; that certification of any class for litigation purposes would be improper; and that they were and are prepared to vigorously defend against the claims alleged in the Litigation; and that such claims are meritless.

Nevertheless, after carefully considering the facts and applicable law and the risks, costs, delay, inconvenience, and uncertainty of continued and protracted litigation, and after engaging in extensive, arm's-length negotiations, with the assistance of a mediator, retired Judge Peter Doyne, both Defendants and Plaintiffs have agreed to resolve the Litigation via the proposed class-wide Settlement.

Procedural History of the Litigation

The class complaint in this matter was filed in New Jersey Superior Court, Middlesex County on April 13, 2023. Defendant removed the case to the District of New Jersey, alleging diversity jurisdiction under the Class Action Fairness Act ("CAFA") on May 15, 2023. On June 13, 2023, Plaintiffs filed a motion to remand the matter to State Court, contending that Defendants had failed to satisfy their burden of proof in establishing that CAFA jurisdiction existed – namely that the class size exceeded 100 individuals or that the amount in controversy exceeded \$5,000,000. On January 30, 2024, the Hon. Zahid N. Quraishi USDJ, entered an opinion remanding this matter to State Court.

Two weeks after the complaint was filed in this matter, on April 27, 2023, a substantially similar matter, captioned Courtney Thorson and Michael J. Lucci Jr. v. The Travelers Companies, Inc. and St. Paul Protective Ins. Co. was filed in the United States District Court for the District of New Jersey and assigned docket number 1:23-cv-02332. On June 23, 2023, Defendants filed a pre-motion letter alerting the Court in Thorson that the complaint was substantially similar to the earlier filed Thompson matter. Plaintiffs in Thorson agreed to stay that matter pending resolution of the Thompson motion to remand. Once the motion to remand was granted in Thompson, the Plaintiffs in both cases reached an agreement to work cooperatively, and the Thorson complaint was voluntarily dismissed. The Plaintiffs and Plaintiffs' counsel in Thorson thereafter worked cooperatively with counsel in Thompson and are joined in the present settlement before the Court.

On December 15, 2025, this Court granted preliminary approval to the proposed class action settlement, granting preliminary certification of the settlement class, authorizing distribution of the class settlement notice and claim form, and scheduling a hearing on final approval of the proposed class action settlement for April 17, 2026. The class settlement notice and claim forms have been distributed to the members of the settlement class in the form and manner previously approved by the court in the Preliminary Approval Order dated December 15, 2025. The deadline for submission of objections or requests for exclusion from the class has now passed and no class members have submitted any objection to the proposed class settlement and only one class member has submitted a request to be excluded from the class, without providing a reason for the request or any critique of the settlement itself.

Summary of the Proposed Settlement

The proposed settlement calls for certification of a Settlement Class defined as:

All individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or

insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants' computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000 of their policy limits; or (b) for claims which Defendants' computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000 of an actual New Jersey PIP limit.

Under the proposed class action settlement, each class member shall receive an automatic payment of \$70, regardless of whether they submit a Claim Form. Thus, the minimum award any class member will receive under the proposed settlement is \$70 per class member and such payment shall occur automatically without any need to submit a claim form or proof of any out of pocket or other loss. In addition to the \$70 per class member automatic payment, each class member shall also have the right to submit a claim form seeking an additional payment of up to 80% of any reduction in their PIP coverage which occurred due to the subtraction of deductibles or co-payments from their PIP policy limit, less the \$70 payment already received by the class member. Thus, the maximum payout to a proposed class member who submits a valid claims form under the proposed settlement is 80% of the aforementioned reduction in their PIP coverage.

In the event that there is a dispute about whether a denied claim should be approved, class members will also have a right to appeal to an arbitrator for a review of whether their policy limits were reduced through application of the co-pay and deductible as alleged in the Complaint. The parties have agreed that Carolyn Karbasian, Esq. shall serve as the neutral arbitrator in such cases. Mrs. Karbasian is currently an active arbitrator with Forthright, the organization which handles PIP arbitrations in New Jersey. Mrs. Karbasian's resume is available here: <https://nj-no-fault.com/resume/1660>. (last accessed April 6, 2026).

Summary of Argument

Plaintiffs respectfully submit that the proposed settlement is a fair and reasonable compromise of the disputed claims at issue and should be granted final approval. The motion practice, mediation, settlement negotiations, formal discovery, and voluntary informal exchange of information between the parties, as well as the extensive investigation performed by Class Counsel, have provided each side with a sound basis for thoroughly evaluating the strengths and weaknesses of Plaintiffs' claims and the defenses to those claims. The resulting benefit to the class is a compromise of strongly disputed claims and represents an outstanding result for the class under the circumstances and given the prevailing law.

The proposed class Settlement was negotiated at arms-length among zealous and experienced counsel for the Parties, with the help of well-respected retired Superior Court of New Jersey Judge Peter E. Doyne, A.J.S.C. (ret.), who is highly experienced at mediation. The result is a compromise of disputed claims which is both fair and reasonable. An automatic recovery of \$70 without the need to submit any claim form at all, plus the ability of class members who do submit a valid claim to recover up to 80% of the relevant diminution of their PIP benefits represents an outstanding result for the Class. Indeed, the New Jersey Appellate Division itself has found that the "average" recovery in a class action is between 9% and 12% of class members' out-of-pocket losses, and has described a recovery equal to 50% of class members' out-of-pocket losses a "**tremendous result.**" See e.g. Educ. Station Day Care Ctr., Inc. v. Yellow Book USA, Inc., 2007 N.J. Super. Unpub. LEXIS 1607, *6 (App. Div. 2007) (noting that the "**average**" recovery for class members in a "**typical class action**" settlement is "**nine to twelve percent of maximum possible damages.**") cert. den. 194 N.J. 271 (2008); In re Rite Aid Corp. Sec. Litig., 146 F. Supp. 2d 706, 715 (E.D. Pa. 2001) (citing studies noting that the average securities fraud class action

settlement results in a recovery between 5% and 7% of the estimated out-of-pocket losses). Consequently, the proposed class settlement here is not only reasonable and just, but it should also be considered a tremendous result for class members.

Nor can the risks faced by the class, if litigation were to continue, be ignored. All litigation is inherently risky, but the class claims in this matter face significant additional litigation risks which threaten class members with either a smaller recovery than what they are being offered now in settlement or no recovery at all. For example, the parties in this matter strongly disagree on whether the Appellate Division in Birmingham v. Travelers New Jersey Ins. Co., 475 N.J. Super. 246 (App. Div. 2023) should be applied retroactively, an issue which remains undecided. Depending on the outcome of this issue, the class could well end up with no recovery at all.

Moreover, the proposed class Settlement provides a real cash benefit to the class now, rather than years in the future after the completion of summary judgment, trial, and appeals. Defendants have raised complex defenses and have shown a willingness to litigate this matter vigorously. Plaintiffs believe that they would be able to overcome these defenses, but only after a long, contested litigation and potential appeals. In contrast, the proposed Settlement offers excellent relief to the class now, without any further litigation and its associated risks. See Texas v. Organon USA Inc. (In re Remeron End-Payor Antitrust Litig.), 2005 U.S. Dist. LEXIS 27011 at *62 (D.N.J. Sep. 13, 2005) (“**Early settlements benefit everyone involved in the process and everything that can be done to encourage such settlements, especially in complex class action cases, should be done.**”).

Instead of forcing class members to face and overcome the risks associated with continued litigation, the proposed settlement offers class members a recovery that is immediate, substantial, and guaranteed in the form of an automatic \$70 cash payment. The proposed settlement also goes

one step further however, by providing each class member with an opportunity to receive, a cash benefit which is 80% of their potential damages by submitting a simple claim form¹. Such an opportunity is not common in class actions, as the Appellate Division itself has acknowledged. See Educ. Station Day Care Ctr., Inc. v. Yellow Book USA, Inc., 2007 N.J. Super. Unpub. LEXIS 1607 at *6 (App. Div. 2007) (outlining that the “average” recovery in a class action is between 9% and 12% of the out of pocket loss).

Moreover, it is submitted that the reaction of the class to the proposed settlement strongly supports approval. Despite having received the court-approved form of settlement notice, advising class members, inter alia, of their right to object to the proposed settlement and of their right to exclude themselves from the class, no class member has objected to the proposed settlement and only one class member has requested to be excluded from the class without providing any criticism of the settlement itself.

For all these reasons, which are set forth in detail below, the proposed settlement should be granted final approval.

I. THE SETTLEMENT IS FAIR AND REASONABLE UNDER THE CIRCUMSTANCES AND SHOULD BE GIVEN FINAL APPROVAL.

A. The Use of Federal Authority Has Been Authorized on Motions to Approve a Proposed Class Action Settlement in New Jersey State Court.

There are relatively few published opinions in New Jersey on the standards to be applied in determining whether to approve a proposed class action settlement in New Jersey state court under R. 4:32-2(e). Thus, New Jersey state courts routinely consider federal case law in deciding whether to approve a class settlement. See Morris Cnty. Fair Housing Council v. Boonton Twp.,

¹ This payment would incorporate a credit for the \$70 already received by the Class Member who filed a successful claim.

197 N.J. Super. 359, 369 (Law Div. 1984), cited with approval in Builders League of S. Jersey, Inc. v. Gloucester Cnty. Utils. Auth., 386 N.J. Super. 462, 471 (App. Div. 2006):

There is only limited discussion in New Jersey case law of the procedures to be followed in presenting proposed settlements of class actions for judicial approval and of the standards to be applied in determining whether approval should be given. However, R. 4:32-4 [now R. 4:32-2(e)] was taken from and is identical to Fed. R. Civ. P. 23(e). Therefore, it is appropriate to seek guidance in federal case law in determining the procedures and standards for approval of settlements of representative actions. (emphasis added) (citations omitted)

See also Lubitz v. DaimlerChrysler Corp., 2006 WL 3780789 at *3 (Law Div. Dec. 21, 2006):

Any settlement involving a certified class in a class action requires court approval. R. 4:32-2(e). This rule, modeled after Fed. R. Civ. P. 23, has not received extensive treatment in New Jersey reported opinions. Accordingly, I will borrow from federal decisions where necessary to help me parse the operation of the applicable rule. (emphasis added) (citations omitted)

B. New Jersey Law Highly Favors Settlement of Class Actions.

As held in Educ. Station Day Care Ctr., Inc. v. Yellow Book USA, Inc., 2007 N.J. Super Unpub. LEXIS 1607 at *13 (App. Div. 2007): **“The law favors settlement, particularly in class action and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.”** See also Morris Cnty. Fair Housing Council, 197 N.J. Super. at 366 (**“Our courts have long endorsed the policy of encouraging the settlement of litigation.”**); In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 535 (3d Cir. 2004) (**“[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged.”**).

New Jersey law makes clear that, while a proposed class action settlement cannot be finalized without a finding by the court that the settlement is fair and reasonable, the court should strive to give effect to the proposed settlement wherever possible. See Lubitz, 2006 WL 3780789 at *9, stating on a motion to approve a class action settlement under Rule 4:32-2(c):

It is worthwhile to acknowledge that settlement of litigation holds a lofty position in the pantheon of public policy. The settlement of lawsuits is favored not because of the salutary consequence of relieving overburdened judicial and administrative calendars but because of the notion that the parties to a dispute are in the best position to determine how to resolve a contested matter in a way that is least disadvantageous to everyone. In recognition of this principle, courts will strain to give effect to the terms of a settlement wherever possible.
(emphasis added) (citations omitted)

C. General Standards to Be Applied.

In making an assessment regarding the fairness of a class action settlement, courts are not to adjudicate the merits of the case. See Builders League of S. Jersey, Inc., 386 N.J. Super. at 472 (“**The purpose of the fairness hearing is to assure that the settlement is reasonable, not to adjudicate the case on his merits.**”); Morris Cnty. Fair Housing Council, 197 N.J. Super. at 370 (“**The hearing on the proposed settlement is not a plenary trial and the court’s approval of the settlement is not an adjudication of the merits of the case**”); Strougo v. Atlantic Shore Holding Co., 457 N.J. Super. 138, 157 (Ch. Div. Sept. 26, 2017) (“**The hearing on the proposed settlement is not a plenary trial and the court’s approval of the settlement is not an adjudication of the merits of the case.**”). See also Eichenholtz v. Brennan, 52 F.3d 478, 489 (3d Cir. 1995) (the court should not “**turn a decision on approval of a proposed settlement into a determination on the merits in all but name**”).

Nor is it the job of the court to try to rewrite the proposed settlement agreement or to “**reopen and enter into negotiations with the litigant in the hope of improving the terms of the settlement.**” Levin v. Mississippi River Corp., 59 F.R.D. 353, 361 (S.D.N.Y.), aff’d 486 F.2d 1398 (2d Cir. 1973), cert. denied, 414 U.S. 1112 (1974). In the words of the New Jersey Appellate Division in Educ. Station Day Care Ctr., 2007 N.J. Super Unpub. LEXIS 1607, *12 at *4:

A trial court’s task in reviewing a class action settlement is to determine whether it is fair, reasonable, and adequate to the class as a whole. The trial court’s role is to approve or reject the proposed settlement in its entirety, not to revise or amend particular provisions. ‘[T]he court’s function [is] to determine the reasonableness of the agreement, not to renegotiate the terms of the settlement.’ (emphasis added) (citations omitted)

The court should not look to “pie in the sky” estimates of what might have been obtained in the abstract, but instead it should focus on the real-world conditions that govern the litigation. See, e.g., Joseph A. Osefchen & Philip Stephen Fuoco, “Leveling the Playing Field in the Garden State: A Guide to New Jersey Class Action Case Law,” 37 Rutgers L.J. 399, 477 (2006)² (“**The goal of all such factors is to analyze the proposed settlement in context, to determine whether it is reasonable – not in the abstract – but under the circumstances that prevail in the litigation.**”). As stated by the Appellate Division in Chattin v. Cape May Greene, Inc., 216 N.J. Super. 618, 627 (App. Div. 1987): “**The basic test for court approval of a settlement of a class action is whether it is fair and reasonable to the members of the class.**”

In applying this test, the court must recognize that there is no one “perfect” settlement.

As noted by the New Jersey Superior Court in Lubitz, 2006 WL 3780789 at *15:

There is always a ‘better’ settlement just around the corner, but without a principled way to reject the instant compromise other than to nitpick it to death, there is no just reason to disturb the efforts of those who toiled so long and hard to reach a reasonable accommodation of all parties’ interests.

There may be any number of potential settlements which fall into the range of reasonableness, since a class settlement – like any other settlement – represents an exercise of compromise and judgment by the negotiating parties. Thus, “[a] **just result is often no more than an arbitrary point between competing notions of reasonableness.**” In re Corrugated

²This law review article was cited with approval by the New Jersey Supreme Court in Iliadis v. Wal-Mart Stores, Inc., 191 N.J. 88, 105 (2007).

Container Antitrust Litig., 659 F.2d 1322, 1325 (5th Cir.1981). As held by the New Jersey Superior Court in Lubitz, 2006 WL 3780789 at *10:

“[I]n deciding the fairness of a proposed settlement, the evaluating court must, of course, guard against demanding too large a settlement based on his view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.”
(emphasis added) (citation omitted)

See also Herbert B. Newberg and Alba Conte, Newberg on Class Actions § 11.41 (3d ed. 1992):

The compromise of complex litigation is encouraged by the courts and favored by public policy. By their very nature, because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise.

The Court should give due deference to the opinions and estimates of experienced counsel, who are the most intimately familiar with the details of the case and are in the best position to evaluate the chances of success at trial. See In re Pacific Enters. Sec. Litig., 47 F.3d 373, 378 (9th Cir. 1995) (“**Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.**”); Alves v. Main, 2012 U.S. Dist. LEXIS 171773 at *72 (D.N.J. Dec. 4, 2012) (“**Here, Class Counsel are highly skilled attorneys, especially in this area of the law. Their opinions carry persuasive weight.**”); Vasquez v. Coast Valley Roofing, Inc., 266 F.R.D. 482, 489-490 (E.D. Cal. 2010) (“**In reviewing the opinions of counsel, ‘great weight’ is accorded to the recommendation of the attorneys. They are the ones who are most closely acquainted with the facts of the underlying litigation.**”) (citations omitted); see also Canupp v. Sheldon, 2009 U.S. Dist. LEXIS 113488, *38-39 (M.D. Fla. Nov. 23, 2009):

Attorneys for both Plaintiffs and Defendant have decades of class action litigation experience. Under such circumstances, both sides can evaluate the case in light of a complete

understanding of the strengths and weaknesses of their side. A court ‘should keep in mind the unique ability of class and defense counsel to assess the potential risks and rewards of litigation.’

In fact, it has long been held that a **“presumption of correctness”** attaches to a proposed class settlement that is the result of arms-length negotiations by experienced counsel. See In re Telik, Inc. Secs. Litig., 576 F. Supp. 2d 570, 575 (S.D.N.Y. 2008) (**“With respect to process, a class action settlement enjoys a ‘presumption of correctness’ where it is the product of arm’s-length negotiations conducted by experienced, capable counsel.”**); In re Linerboard Antitrust Litig., 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (**“A presumption of correctness is said to attach to a class settlement reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery.”**); In re Rent-Way Secs. Litig., 305 F. Supp. 2d 491, 509 (W.D. Pa. 2003) (**“[S]ettlement negotiations took place at arm[‘s] length between highly experience[d] and competent counsel. Their assessment of the settlement as fair and reasonable is entitled to considerable weight.”**).

In the case at bar, the proposed class settlement was the product of extensive, arms-length negotiations by highly experienced class action counsel as well as a full day mediation with a respected mediator. This back-and-forth provided the parties with ample opportunity to analyze the strengths and weaknesses of their positions and to recognize and evaluate the risks associated with the class claims. Indeed, the settlement was agreed to only after Defendants had provided (in conjunction with mediation and settlement discussions) essential information and data specifically requested by Class Counsel.

Class Counsel are highly experienced in class actions, having collectively participated in numerous certified class actions and having served as lead counsel, or co-lead counsel, in many of those actions. Based on that experience, the admitted facts of this case, the informal discovery

produced, the defenses that Defendants would have, and the voluminous factual and legal research conducted by Class Counsel into the causes of action pleaded in the class complaint, Class Counsel is of the opinion that the proposed class settlement is an outstanding result for the class under the circumstances. Put simply, there is no reason to risk continuing to litigate this matter since the settlement effectively achieves most of the goals set forth in the class complaints and provides each class member with an opportunity for a significant and substantial partial payment now, without any need for risky (and lengthy) continued litigation.

D. Specific Factors to Be Applied.

In Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975), the Third Circuit articulated a nine-factor test to help determine if a proposed class settlement fell within a range of reasonableness. These nine factors were re-stated and approved by the Third Circuit in In re Prudential Ins. Co. of Am. Sales Practices Litig., 148 F.3d 283, 317 (3d Cir. 1998). These criteria are: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceeding and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. Id.

The Girsh test has been adopted and applied by the New Jersey Superior Court in considering whether to approve proposed class action settlements. See Strougo v. Atlantic Shore Holding Co., 457 N.J. Super. 138, 159 (Chancery Div. 2017):

Because the Girsh factors are reinforced by a substantial amount of case law in the Third Circuit and elsewhere, this court is persuaded to formally adopt these factors in New Jersey

when conducting an analysis to determine the approval of a class action settlement pursuant to Rule 4:32-2(e).

See also Gurriere v. Bloomfield Condo. Assocs., LLC, 2015 N.J. Super. Unpub. LEXIS 2137, at *69 (Ch. Div. July 20, 2015):

In analyzing whether a proposed class settlement is ‘fair and reasonable,’ New Jersey courts have adopted a list of factors set forth by the Third Circuit in Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975).

Plaintiffs submit that each factor is met here.

1. The Complexity, Expense, and Duration of the Litigation.

By their nature, class actions often raise a large number of complex and difficult legal issues. The potential complexity, expense, and duration of such a matter is magnified by the presence of novel issues. See In re Am. Investors Life Ins. Co. Annuity Mktg. & Sales Practices, 263 F.R.D. 226, 239 (E.D. Pa. 2009), approving a class action settlement, noting:

[The class] claims add to the complexity of this already complicated case because of the novel issues they present. The settlement avoids all of the costly uncertainty discussed above, and instead, provides class members with certain, timely relief.

The case at bar does not involve “cookie cutter” claims which follow a well-worn path blazed by prior litigants. Rather, Plaintiffs’ complaint raises complex and novel legal theories, challenging an allegedly unlawful uniform practice that has existed for many years. The continued litigation of these claims through class certification and trial would likely take several more years, and would no doubt require competing expert opinions and testimony as well as the expenditure of untold additional costs and attorney hours on discovery and motion practice.

Moreover, this litigation would certainly not end at trial. The losing side would likely appeal any legal ruling by the trial court on the merits and class certification. Thus, in order to prevail on their claims, Plaintiffs and the class would have to “win” multiple times; first at trial

and then before one or more appellate courts, potentially on several separate issues. At a minimum, this prospect exponentially increases the potential complexity, cost, and duration of this matter, with only minimal (if any) additional benefits likely to be won for the class as a whole beyond what is being offered now in the settlement. The only certain result from continued litigation would be a long delay of many years in any benefit or payment to the class and the expenditure of tens of thousands of additional attorney hours and tens of thousands of dollars in additional costs. In contrast to the time, uncertainty, and expense involved in such continued litigation, the proposed settlement guarantees an immediate, highly favorable result for the class: an automatic cash payment of \$70 plus an opportunity for a cash payment upon the filing of a valid claim of 80% of their potential out of pocket losses. Thus, this factor supports approval of the proposed class settlement.

Finally, the cost and expense of litigating a class action through trial and appeal can be enormous. Several courts – including the New Jersey Superior Court – have described such costs as “**staggering.**” See, e.g., Weiss v. Mercedes-Benz of N. Am., Inc., 899 F. Supp. 1297, 1300-01 (D.N.J. 1995) (noting that the expense involved in taking a class action or other complex commercial litigation to trial “**can be staggering**”); Strougo, 457 N.J. Super. at 160 (approving a proposed class action settlement, noting that “**The court agrees that the potential cost to litigate this case to final disposition will be staggering. This factor weighs heavily in favor of settlement.**”). This case is no exception, particularly considering the likelihood of continued multiple appeals as referenced above.

Based on the foregoing, it is submitted that the cost, duration, and complexity of this matter weigh overwhelmingly in favor of approving the proposed settlement, particularly when, as here, each class member is being offered via the settlement the opportunity for a substantial cash

payment. The only certain results that would flow from the continued litigation of this case would be a long delay in any benefit to the class and the expenditure of thousands of additional attorney hours, as well as tens of thousands in additional litigation costs, potentially for only minimal additional returns – or worse, for Plaintiffs’ claims potentially to be extinguished altogether. In contrast to the time, uncertainty, and expense involved in continued litigation, the proposed settlement guarantees an extremely favorable, tangible result for the class now.

2. **Reaction of the Class.**

Notice of the proposed settlement has been distributed to the class members in the manner approved in the Court’s Preliminary Approval Order of December 15, 2025. The deadline for submission of objections has now passed and **no class members have objected** to the proposed settlement. A low number of objections by class members to a proposed class action settlement weighs heavily in favor of approval of the settlement. See Lubitz, 2006 WL 3780789 at *14 (“**Courts construe class members’ failure to object to proposed settlement terms as evidence that the settlement is fair and reasonable.**”); Lake v. First Nationwide Bank, 900 F. Supp. 726, 732 (E.D. Pa. 1995) (“**the low number of objections or requests for exclusion bolsters the contention that this is not an unreasonable settlement**”); In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 305 (3d Cir. 2005) (“**a low level of objection is a ‘rare phenomenon’**” and strongly supports approval of a proposed settlement); In re CertainTeed Corp. Roofing Shingle Prods. Liab. Litig., 269 F.R.D. 468, 485 (E.D. Pa. 2010) (citing In re Cendant Corp. Litig., 264 F.3d 201, 234-35 (3d Cir. 2001)) (“**The Third Circuit has looked to the number of objectors from the class as an indication of the reaction of the class**”); Bell Atl. Corp. v. Bolger, 2 F.3d 1304, 1314 (3d Cir. 1993) (“**infinitesimal number**” of objectors “**strongly favors settlement**”) (internal cites omitted); Krangel v. Golden Rule Res., Inc., 194 F.R.D. 501, 507 (E.D. Pa. 2000):

Courts have deemed the attitude of class members toward the settlement of a class action, as evidenced by the absence of objections, as constituting an indication that the settlement is fair and reasonable.

Similarly, only one **class member has requested to be excluded** from the settlement class while offering no criticism of the settlement in their opt-out request. This extremely low number of “opt-out” requests also indicates class-wide satisfaction with the settlement. See, e.g., In re NFL Players Concussion Injury Litig., 821 F.3d 410, 438 (3d Cir. 2016) (approving class settlement where “**approximately 1% of class members opted out**” of the proposed class action settlement and holding “**these figures weigh in favor of settlement approval**”); Varacallo v. Mass. Mut. Life Ins. Co., 226 F.R.D. 207, 237 (D.N.J. 2005) (calling 2,204 requests for exclusion from the class an “**extremely low**” rate of exclusions). Here, the “opt-out” rate is not merely low, it is a single individual.

From the foregoing, it is clear that the overall reaction of the class reflects overwhelming support of the settlement, and thus this factor also supports approval of the settlement.

3. The Stage of the Proceedings and the Amount of Discovery Completed.

This factor aims at making sure Plaintiffs have an informed basis for evaluating the settlement proposal. See Eichenholtz v. Brennan, 52 F.3d 478, 488 (3d Cir. 1995). In the present case, the parties engaged in formal written discovery as well as informal exchanges of information. However, the issue is whether Plaintiffs have enough information to evaluate the case, rather than the amount of formal discovery that was conducted, and courts have been clear that much less discovery than was done in this case is sufficient. See In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th Cir. 2000), affirming approval of a class action settlement, stating:

It is true that extensive formal discovery had not been completed. However, ‘[i]n the context of class action settlements, formal discovery is not a necessary ticket to the bargaining

table” where the parties have sufficient information to make an informed decision about settlement.

See also In re AT&T Mobility Wireless Data Servs. Sales Tax Litig., 789 F. Supp. 2d 935, 975 (N.D. Ill. 2011) (“**The lack of formal discovery is not an impediment to approval of the Settlement**”).

Informal discovery – where the parties voluntarily exchange factual information as part of settlement negotiations – and investigation by Class Counsel from public sources can provide Class Counsel with an informed basis for evaluating a settlement offer. See Lubitz, 2006 WL 3780789 at *17, where the New Jersey Superior Court held that informal discovery exchanged by the parties during settlement negotiations met the requirement that the parties have sufficient information to evaluate the merits of the proposed settlement, and stating:

[T]he fact that this case settled before class certification was decided and before the completion of all formal discovery should not mask the fact that plaintiffs’ attorneys had obtained substantial discovery data through litigational processes and the mediation mechanism.

See also In re NFL Players Concussion Injury Litig., 821 F.3d 410, 436-37 (3d Cir. 2016) (“**informal discovery will be enough for class counsel to assess the value of the class’ claims and negotiate a settlement that provides fair compensation.**”); In re Processed Egg Prods. Antitrust Litig., 284 F.R.D. 249, 267 (E.D. Pa. 2012) (approving class settlement stating that “**although no formal discovery was conducted in this case during the time of the Moark Settlement negotiations or agreement, Plaintiffs’ Interim Co-Lead Counsel conducted informal discovery, including, inter alia, independently investigating the merits prior to filing the complaint**”).

In the case at bar, the parties have an ample basis for evaluating the merits of the proposed settlement. The parties served and responded to formal written discovery. Moreover, the

mediation process including an exchange of written submissions, settlement negotiations, and informal exchange of information between the parties, as well as the extensive investigation performed by counsel, have provided each side with a sound basis for evaluating the strengths and weaknesses of Plaintiffs' claims and the defenses. All of this information has provided Class Counsel with a firm basis for assessing the reasonableness of the proposed settlement, and thus this factor supports approval.

4 & 5. The Risk That the Class Would Not Establish Liability and/or Damages.

In all complex cases, “[t]he risks surrounding a trial on the merits are always **considerable.**” Yedlowski v. Roka Bioscience, Inc., 2016 U.S. Dist. LEXIS 155951, *41 (D.N.J. Nov. 10, 2016) (quotation omitted); see also Glaberson v. Comcast Corp., 2015 U.S. Dist. LEXIS 127370 at *22 (E.D. Pa. Sept. 22, 2015) (“**all complex litigation against companies ably represented by teams of talented defense counsel, carry inherent risks**”). As one court explained, “[i]n every case, Plaintiffs face the general risk that they may lose at trial, since no one can predict the way in which a jury will resolve disputed issues ... no matter how confident one may be of the outcome of litigation, such confidence is often misplaced.” Lazy Oil Co. v. Wotco Corp., 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997).

Although Plaintiffs believe the claims pleaded are meritorious, it is beyond dispute that litigation always involves substantial risks. This is especially true in class action litigation. As one court has observed in W. Va. v. Chas. Pfizer & Co., 314 F. Supp. 710, 743-44 (S.D.N.Y. 1970), aff'd, 440 F.2d 1079 (2nd Cir. 1971):

It is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced. Merely by way of example, two instances in this Court may be cited where offers of settlement were rejected by some plaintiffs and were disapproved by this Court. The trial in each case then resulted unfavorably for plaintiffs; in one case

they recovered nothing and in the other they recovered less than the amount which had been offered in settlement.

Here, there are substantial risks relating to the class claims regarding both liability and damages. PIP arbitrations involving issues similar to those in the case at bar prior to Birmingham yielded mixed results, with some arbitrators finding the practice at issue legal and others reaching the opposite conclusion. Moreover, the entire basis for all class claims in this matter is Plaintiffs' theory that the holding of the Appellate Division opinion in Birmingham v. Travelers New Jersey Ins. Co., 475 N.J. Super. 246 (App.Div. 2023) should be applied retroactively, a position which Defendant vehemently opposes and which has yet to be tested. If this litigation were to continue and the holding in the Birmingham opinion is ultimately found not to be retroactive, such a result could very well end with class members receiving nothing on their claims.

Further, even assuming the trial court were to agree with Plaintiffs' position that Birmingham is retroactive, there is no certainty that such a ruling would survive an appeal. And even assuming that Plaintiffs would win such an appeal, any such appeal would increase the time and effort spent on this matter, delaying the distribution of any money to the class, without substantial additional benefits likely to be won for the class.

In place of this uncertainty, the proposed settlement provides each class member with an opportunity to obtain a fair and reasonable recovery of monetary relief **now**, without any further risk and without having to wait years for a trial or multiple rulings on appeal.

6. The Risk of Maintaining Class Certification Through Trial.

This factor also supports approval of the proposed settlement. While Class Counsel certainly believe that a non-settlement class can and should be certified in this case, the proposition of certifying a class in contested litigation, and maintaining certification through trial, is always risky. Defendant would no doubt oppose class certification in any form except as part of a

negotiated class settlement. Any ruling by the Court on such a contested class motion would likely be appealed by the losing party, again adding to the risk and uncertainty for the proposed class members, and further delaying any benefits to the class. Thus, while Class Counsel believe they would eventually obtain certification of a class and maintain class certification through trial even over Defendant's objections and defenses, that result is by no means guaranteed. See, e.g., W. Va. V. Chas. Pfizer & Co., 314 F. Supp. 710, 743-44 (S.D.N.Y. 1970), aff'd, 440 F.2d 1079 (2nd Cir. 1971) (“**It is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced.**”).

Given that a fair and substantial class settlement is being offered here, there is simply no good reason for class members to take the risk that a class may not be certified in contested litigation.

7. The Ability of Defendants to Withstand a Greater Judgment.

This factor should be given little or no weight in the case at bar. While Defendants may well be able to withstand a greater judgment, there is simply no avoiding the fact that the proposed settlement will provide each class member who submits a claim with a guaranteed, tangible monetary recovery now of \$70 plus, upon submission of a successful, simple claim form – a further payment of up to 80% of their maximum out of pocket loss, without having to face any of the risks of continued litigation or having to wait years for a verdict and appeal. That is a fair and excellent result for the class, and Defendants' financial resources do not alter that analysis.

8 & 9. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and in Light of All the Attendant Risks of Litigation.

In evaluating a settlement, a court should not attempt to arrive at a mathematical computation of its fairness. The court should not “**balance the scales with the nicety of an apothecary.**” Glichen v. Bradford, 35 F.R.D. 144, 152 (S.D.N.Y. 1964). Rather, a court should

attempt to determine whether the settlement is within a “**range of reasonableness.**” Newman v. Stein, 464 F.2d 689, 693 (2d Cir.), cert. denied, 409 U.S. 1039 (1972), noting that such a range:

[R]ecognizes the uncertainties of law and fact in any particular case, and the concomitant risks and costs necessarily inherent in bringing any litigation to completion.

In determining whether a settlement is in the range of reasonableness, the judgment of Class Counsel is entitled to considerable weight. Hawker v. Consovoy, 198 F.R.D. 619, 633 (D.N.J. 2001); In re Paine Webber Ltd. P’ships Litig., 171 F.R.D. 104, 125 (S.D.N.Y. 1997) (“**Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.**”); Austin v. Pa. Dept. of Corrections, 876 F. Supp. 1437, 1472 (E.D. Pa.1995); Cotton v. Hinton, 559 F.2d 1326, 1330 (5th Cir. 1977) (the court should be hesitant to substitute its own judgment for that of counsel in evaluating a proposed class settlement). This is because “[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.” In re Pacific Enters. Sec. Litig., 47 F.3d 373, 378 (9th Cir. 1995). As stated by the Eastern District of Pennsylvania in Lake, 900 F. Supp. at 732:

Significant weight should be attributed to the belief of experienced counsel that settlement is in the best interest of the class.

See also Flinn v. FMC Corp., 528 F.2d 1169 (4th Cir. 1975):

While the opinion and recommendation of experienced counsel is not to be blindly followed by the trial court such opinion should be given weight in evaluating the proposed settlement.

It is the opinion of Class Counsel that the proposed settlement represents the best possible result under the circumstances. Under the settlement, the class will avoid the significant risks inherent in their claims. All class members will receive an automatic \$70 payment and, upon

completing and submitting a simple claim form, will receive a substantial, tangible cash benefit representing up to 80% of their possible out of pocket loss. Moreover, they will receive that benefit now, without having to wait years for appeals, trial and subsequent appeals to play out. The only guaranteed result of continued litigation would be a delayed payment of benefits – if any – to the class and the substantial expenditure of additional time, attorney hours, and litigation costs. All these factors weigh heavily in favor of final approval of the proposed settlement.

II. THE SETTLEMENT CLASS CONTINUES TO MEET THE PREREQUISITES FOR CERTIFICATION UNDER R. 4:32

This Court held, in its preliminary approval that for purposes of Settlement, the class met the prerequisites for class certification. (Preliminary Approval Order at ¶¶6-7) Plaintiffs submit, and Defendants agree for purposes of settlement only, while continuing to contend that this matter would not be suitable for a litigation class, and reserving all their rights in this regard should this settlement not eventuate for any reason, that the requirements for certification remain satisfied by the Settlement Class.³

The Settlement Class is comprised of 542 members (assuming the Court accepts the single opt-out submitted) and involves a common core claim wherein Plaintiffs alleged a uniform policy of Defendants to reduce available PIP policy limits by the amount of the co-pays and deductibles selected by insureds. The co-pays and deductibles are limited to \$3,000 under New Jersey law. Plaintiffs have alleged that they suffered from this conduct as well as all members of the Settlement Class and the agreed resolution of those claims treats Settlement Class members equally. Plaintiffs respectfully submit that this nucleus of allegations presents a case which meets the requirements for certification under R. 4:32-1(a) and R. 4:32-1(b)(3).

³ Plaintiffs respectfully request that the briefing on these issues in the Preliminary Approval Motion be considered in conjunction with the below argument.

Under R. 4:32-1(a) the party seeking class certification must satisfy four prerequisites: numerosity, commonality, typicality and adequacy of representation. The Settlement Class is comprised of 542 members, which is well above the minimum number necessary to meet the numerosity requirement. Plaintiffs submit that the claims in this case also present multiple common issues – any one of which standing on its own would be sufficient to meet the commonality requirement including: (a) whether it was lawful during the period in question for Defendants to pursue a policy of reducing PIP coverage by the amount of co-pays and deductibles; (b) whether the alleged policy violated N.J.S.A. 39:6A-4.3(e); (c) whether the holding in Birmingham v. Travelers, 475 N.J. Super. 246 (App. Div. 2023) was retroactive or prospective only; (d) whether the alleged policy was an unlawful sales practice under N.J.S.A. 56:8-1 of the New Jersey Consumer Fraud Act; and (e) whether the notices sent to Class Members violated the clearly established legal rights of the class in violation of N.J.S.A. 56:12-15 of the New Jersey Truth in Consumer Contract, Warranty and Notice Act.

Furthermore, Plaintiffs are typical of the Class they seek to represent, Plaintiffs have not plead any individual claims, rather, they plead the exact same class-wide claims on behalf of the class as a whole. Finally, Plaintiffs and their counsel are adequate to represent the Settlement Class, Plaintiffs are members of the class who have no interests antagonistic to the class and there are no conflicts of interest between Plaintiffs and the Settlement Class. Moreover, Plaintiffs have retained experienced and competent counsel to represent Plaintiffs and the Settlement Class. Therefore, the requirements of R. 4:32-1(a) are met.

R. 4:32-1(b)(3) requires that (a) common questions of law or fact predominate over individual issues, and (b) a class action is the superior method by which to resolve the case. The Settlement Class satisfies the requirements of both of predominance and superiority. The core of

the present case is Plaintiffs' allegation that Defendants pursued an unlawful and uniform policy of reducing PIP benefits by the amount of co-pays and deductibles. Either this alleged uniform policy was illegal or it was not. If it was illegal, then either this uniform policy was unlawful for all class members during the period in question or it was lawful for all class members. Those questions, Plaintiffs submit, predominate over any individual issues for members of the Settlement Class. Furthermore, the maximum amount of any actual damage any individual class member suffered is \$3,000 – the maximum amount of co-pays and deductibles allowed under New Jersey law. That amount is too small to make individual actions in New Jersey Superior Court economically feasible or practicable and making a class action superior to any other way of resolving those claims. Therefore, the Settlement Class satisfies the predominance and superiority requirements under R. 4:32-1(b)(3).

Conclusion

For the foregoing reasons, Class Counsel respectfully requests that the proposed class settlement be granted final approval.

Dated: April 6, 2026

DeNITTIS OSEFCHEN PRINCE, P.C.

BY: 

James A. Barry, Esq. (027512008)
 Stephen P. DeNittis, Esq. (031981997)
 Joseph A. Osefchen, Esq. (024751992)
 Shane T. Prince, Esq. (022412002)
 525 Route 73 North, Suite 410
 Marlton, New Jersey 08053
 SDenittis@Denittislaw.com
 JOsefchen@Denittislaw.com
 SPrince@Denittislaw.com
 JBarry@Denittislaw.com
 (856) 797-9951

Michael A. Galpern
 Daniel E. Rosner

JAVERBAUM WURGAFT HICKS
KHAN WIKSTROM AND SININS, P.C.
1000 Haddonfield-Berlin Road, Suite 203
Voorhees, NJ 08043
mgalpern@lawjw.com
T: 856-596-4100

James C. Shah
MILLER SHAH LLP
2 Hudson Place, Suite 100
Hoboken, NJ 07030
jcshah@millershah.com
T: (866) 540-5505