

JOSEPH MCCULLOUGH and COTOYIA MORGAN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

NEW JERSEY MANUFACTURERS INSURANCE COMPANY, a New Jersey Corporation,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MERCER COUNTY
DOCKET NO.: MER-L-1401-20

Civil Action

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”) memorializes a Class Action Settlement (the “Settlement”) made by and between (1) Plaintiff, Cotoyia Morgan (“Plaintiff,” “Morgan,” or “Class Representative”), on behalf of herself and as representative of the Settlement Class defined below, and (2) Defendant New Jersey Manufacturers Insurance Company (“NJM” or “Defendant”). Plaintiff and NJM are referred to collectively as “the Parties.”

This Settlement Agreement effects a full and final settlement and dismissal with prejudice of all the Released Claims against all Released Persons relating to the above-captioned lawsuit (the “Action”) on the terms set forth below, subject to the Court’s approval.

EXHIBITS

- Exhibit 1: [Proposed] Preliminary Approval Order
- Exhibit 2: Mail Notice (included pre-filled Claim Form)
- Exhibit 3: Email Notice (included click through notice)
- Exhibit 4: Long Form Notice
- Exhibit 5: Blank Claim Form
- Exhibit 6: [Proposed] Final Approval Order

RECITALS

WHEREAS, on August 5, 2020, Plaintiff Joseph McCullough (“McCullough”) filed a Class Action Complaint against New Jersey Manufacturers Insurance Company (“NJM”) in the Superior Court of New Jersey Mercer County – Law Division, asserting a claim for breach of contract (Trans ID: LCV20201345860);

WHEREAS, on March 19, 2021, Plaintiffs Joseph McCullough and Cotoyya Morgan filed an Amended Class Action Complaint against NJM, asserting a claim for breach of contract (Trans ID: LCV2021598587);

WHEREAS, on April 8, 2021, NJM filed a Motion to Dismiss Plaintiffs’ Amended Complaint (Trans ID: LCV2021922077);

WHEREAS, on June 18, 2021, the Court entered an Order granting NJM’s Motion to Dismiss Plaintiffs’ Amended Complaint, dismissed Plaintiff McCullough’s claims against NJM with prejudice, and dismissed Plaintiff McCullough from the case, but not Plaintiff Morgan (Trans ID: LCV20211491656);

WHEREAS, on August 13, 2021, NJM filed a Motion for Summary Judgment (Trans ID: LCV20211885679);

WHEREAS, on December 16, 2022, the Court entered an Order denying NJM’s Motion for Summary Judgment (Trans ID: LCV20224233221);

WHEREAS, from August 2021 through December 2022, the parties conducted a first round of discovery, producing and reviewing thousands of pages of documents, and responding to numerous written interrogatories;

WHEREAS, on January 4, 2023, NJM filed a Motion for Reconsideration of the Court’s December 16, 2022, Interlocutory Order denying NJM’s Motion for Summary Judgment, which

Plaintiff Morgan opposed (Trans IDs: LCV202350404 and LCV2023371465);

WHEREAS, on June 20, 2023, the Court entered Orders denying NJM's Motion to Reconsider, granting Plaintiff Morgan's Motion for Discovery, and denying Plaintiff Morgan's Motion for Leave to File Amended Complaint (Trans IDs: LCV20231845012, LCV20231840969, and LCV20231845023);

WHEREAS, on July 10, 2023, Defendant filed a Motion for Leave to Appeal the Interlocutory Order denying NJM's Motion for Summary Judgment to the Appellate Division, which the Appellate Division subsequently denied on August 9, 2023;

WHEREAS, on August 29, 2023, Defendant filed a Motion for Leave to Appeal the Interlocutory Order denying NJM's Motion for Summary Judgment to the Supreme Court, which the Supreme Court subsequently denied on January 12, 2024;

WHEREAS, from February 2024 through January 2025, the parties conducted a second round of extensive discovery of both class issues and the merits, producing and reviewing thousands of pages of documents, and responding to numerous written interrogatories;

WHEREAS, on September 6, 2024, the Parties engaged in a private mediation session with attorney Michael N. Ungar, in an attempt to resolve this action, but were unable to reach an agreement at that mediation;

WHEREAS, after continuing negotiations concerning discovery matters, the Parties engaged in a second private mediation session with attorney Michael N. Ungar on March 18, 2025, in an attempt to resolve this action, and continued that mediation on a third full day on March 27, 2025. The Parties reached an agreement in principle but continued their negotiations over the next several weeks to finalize all material terms, which were ultimately incorporated in a "Confidential Settlement Term Sheet" that was executed by the Parties on or about April 21, 2025;

WHEREAS, NJM denies and continues to deny all material allegations asserted against it in the Action, maintains that it acted in accordance with the insurance policies and all applicable New Jersey laws and regulations, and abided by all its contractual and statutory obligations;

WHEREAS, the Parties have engaged in extensive litigation, including extensive fact and expert discovery, and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions. This Settlement Agreement was reached after extensive review of the underlying facts, arms-length negotiations between Class Counsel and NJM's counsel, and multiple mediations conducted by Mr. Ungar;

WHEREAS, Plaintiff and Class Counsel, while believing that the claims asserted in the Action are meritorious, have considered the risks associated with the continued prosecution of this litigation, including the uncertainty of any outcome at trial and the risk associated with potential appeals, the relief secured in this Settlement Agreement, as well as the likelihood of success on the appeal of the Action, and believe that, in consideration of all the circumstances, the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the proposed Settlement Class Members; and

WHEREAS, NJM, while denying wrongdoing and liability of any kind and without admitting wrongdoing or liability, nevertheless, agrees to enter into this Settlement Agreement to avoid further burden, expense and risk of litigation and to effect a full and final settlement of the claims asserted in the Action on the terms set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the Parties, through their respective counsel, that the Action be settled and compromised by the Plaintiff, the Settlement Class, and NJM on the following terms and conditions, subject to the approval of the Court after hearing:

I. DEFINITIONS

As used in this Agreement and the annexed Exhibits hereto, the following terms and phrases have the following meanings, unless a section or subsection of this Settlement Agreement or its Exhibits provides otherwise. Unless otherwise indicated, defined terms include the plural as well as the singular. Other capitalized terms used in this Settlement Agreement but not defined below shall have the meaning ascribed to them in this Settlement Agreement and the Exhibits attached hereto:

- a. “Action” means the class action lawsuit titled McCullough, et al., v. New Jersey Manufacturers Insurance Company, Docket No. MER-L-001401-20, pending in the Superior Court of New Jersey Law Division – Mercer County.
- b. “Attorneys’ Fees Award” means the amount of attorneys’ fees approved by the Court and awarded to Class Counsel. NJM agrees to pay the Class Counsel attorneys’ fees in the amount of \$2,000,000.00. As detailed in Paragraph 30, below, the parties agree that NJM will be permitted to deduct each Settlement Class Member’s pro-rata percentage of Court approved Attorneys’ Fees and documented litigation costs from each Claim Payment made in response to each timely and valid Claim Form.
- c. “Blank Claim Form” shall mean the Court-approved paper (not electronic) claim form, substantially in the form of Exhibit 5, that is not pre-filled with the Settlement Class Member name, date of loss, or claim number that a Settlement Class Member may submit to be considered for payment under the Settlement. The Blank Claim Form will be posted to the Settlement Website when the first Notice is provided and will be so posted and maintained to the end of the Notice Period.
- d. “Confidential Information” means the names, addresses, policy numbers and any and all data provided by NJM relating to potential Settlement Class Members, and any other proprietary business information of NJM, including any testimony or documents marked confidential in discovery associated with the Action or otherwise.
- e. “Claim Form” means the Court-approved paper claim form included in the Mail Notice substantially in the form attached as Exhibit 2 that a Settlement Class Member may submit to be considered for payment under the Settlement.
- f. “Claim Payment” means the payment issued by NJM to the Settlement Administrator, who will deliver the payment to Settlement Class Members who submit valid, complete, and timely claims, as set forth in Paragraphs 19 through 24.
- g. “Claims Submission Deadline” means the date by which the Blank Claim Forms and the Prefilled Claim Forms must be postmarked, and the Electronic Claim Forms must

be electronically submitted to be considered timely. The Claims Submission Deadline shall be 15 days after the Final Approval Hearing.

- h. “Claimant” means a Settlement Class Member who submits a valid, complete, and timely Claim Form to the Settlement Administrator.
- i. “Class Counsel” means Edmund A. Normand of Normand PLLC, Adam Schwartzbaum and Scott Edelsberg of Edelsberg, Law, P.A., and Andrew Shamis of Shamis & Gentile, P.A.
- j. “Court” means the Superior Court of New Jersey Law Division: Mercer County.
- k. “Defendant” or “NJM” means New Jersey Manufacturers Insurance Company.
- l. “Defense Counsel” means Michael J. Marone and Michael D. Celentano of McElroy, Deutsch, Mulvaney & Carpenter LLP.
- m. “Email Notice” means the Court-approved notice forms for the first and second emails, substantially in the form of Exhibit 3, to be e-mailed to the Settlement Class Members for whom NJM has email addresses, as provided in Paragraph 6, and Paragraph 9. To ensure a high degree of deliverability of the Email Notice and to avoid spam filters, the Settlement Administrator must utilize industry-recognized best practices and comply with the Can-Spam Act. The Email Notice shall have a hyperlink to the Prefilled Electronic Claim Form to be electronically signed on the Settlement Website.
- n. “Effective Date” means the date that is five (5) days after the following conditions have been met:
 - 1. the Final Order and Judgment has been entered; and
 - 2. (i) if reconsideration and/or appellate review is not sought from the Final Order and Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or (ii) if reconsideration and/or appellate review is sought from the Final Order and Judgment: (A) the date on which the Final Order and Judgment is affirmed and no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Judgment are no longer subject to judicial review.
- o. “Electronic Claim Form” means the Court-approved pre-filled electronic (not paper) Claim Form, which will be substantially in the form of the Claim Form attached as Exhibit 5, but which may be modified to meet the requirements of the Settlement Administrator to maintain functionality, that a Settlement Class Member may submit electronically to be considered for payment under the Settlement. The Electronic Claim Form will be posted to the Settlement Website and a hyperlink to the Electronic

Claim Form will be included in the Email Notice.

- p. “Eligible Class Member” means a Settlement Class Member who submits a timely, valid, and complete Claim Form in accordance with Paragraphs 13 and 19-27, and satisfies the eligibility criteria stated in Paragraph 13 and 19-27, below.
- q. “Expense Award” means documented litigation costs of class counsel (less certain entertainment and travel expenses) of approximately \$21,000.00 (twenty-one thousand dollars and zero cents), incurred by Class Counsel in connection with commencing, litigating, and settling the Action. As detailed in Paragraph 30, below, the parties agree that NJM will be permitted to deduct each Settlement Class Member’s pro-rata percentage of Court approved Attorneys’ Fees and documented litigation costs of class counsel from each Claim Payment made in response to each timely and valid Claim Form.
- r. “Final Approval” means the Court’s entry of a Final Order and Judgment approving the Settlement and Settlement Agreement, dismissing and disposing of all claims asserted in the Action with prejudice, and settling and releasing all claims consistent with the terms of this Settlement Agreement.
- s. “Fairness Hearing” means the hearing held by the Court that is to take place after the entry of a Preliminary Approval Order and after the Notice Period for purposes of (a) determining whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class Members; (b) entering the Final Order and Judgment and dismissing the Action with prejudice; and (c) ruling upon an application by Class Counsel for an Attorneys’ Fees Award of \$2,000,000.00, an Expense Award of approximately \$21,000.00, and Service Award of \$5,000.00. The Parties shall request that the Court schedule the Fairness Hearing.
- t. “Final Settlement” means the Settlement embodied in this Settlement Agreement after receiving Final Approval by the Court in the Final Order and Judgment.
- u. “Final Order and Judgment” means the Court’s Order and Judgment approving the Settlement Agreement, disposing of all claims asserted in the Action with prejudice, and settling and releasing all claims consistent with the terms of this Settlement Agreement, substantially in the form attached as Exhibit 6.
- v. “First Mail Notice” means the Court-approved short form notice (i.e., postcard notice), substantially in the form of Exhibit 2, mailed via first-class mail with a detachable prepaid postage Prefilled Claim Form to potential Settlement Class Members, as provided in Paragraph 1(h), Paragraph 6(b) and Paragraph 9.
- w. “First Mail Notice Date” means the date that the initial mailing of the First Mail Notice to potential Settlement Class Members, as set forth in Paragraph 1(h), Paragraph 6(b) and Paragraph 9, is completed.

- x. “Insureds” means only NJM insured lessees of NJM insured vehicles covered under any New Jersey automobile insurance policy issued by NJM covering first-party claims for auto physical damage for comprehensive or collision loss, that sustained a “total loss” in an NJM insured leased vehicle on or after March 19, 2015, to the date the motion for preliminary approval of Settlement is granted by the Court.
- y. “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 affairs of a Settlement Class Member. For purposes of completing a Claim Form, a surviving spouse of a deceased class member will be considered a Legally Authorized Representative for purposes of this Agreement if no estate has been opened, and no other Person has legal authority for handling the affairs of the deceased Settlement Class Member.
- z. “Long-Form Notice” means the long form notice of Settlement, substantially in the form attached hereto as Exhibit 4. Long-Form Notice will be posted on the Settlement Website.
- aa. “Neutral Evaluator” means a neutral third party agreed to by the Parties, whose duties are limited to those set forth in Paragraph 25(h).
- bb. “Notice” means notice of the proposed settlement of this Action that is ordered by the Court. Notice includes the Long-Form Notice substantially in the form attached hereto as Exhibit 4 and Short-Form Notice substantially in the form attached hereto as Exhibits 2 and 3 provided to the Class as provided herein, which may be modified as necessary to comply with the provisions of the Preliminary Approval Order or other order entered by the Court.
- cc. “Notice and Administration Costs” means the costs, fees, and/or expenses incurred by or on behalf of the Settlement Administrator for all tasks performed in furtherance of preparing and disseminating Notice to the Settlement Class and completing the claims administration process set forth in this Agreement, which may be modified as necessary to comply with the provisions of the Preliminary Approval Order or other order entered by the Court.
- dd. “Notice Period” means the period of time where notice of the Proposed Settlement is sent to Settlement Class Members from the date a Preliminary Approval Order is entered by the Court through the Settlement Class Member Opt-Out and Objection Deadline, which shall be no later than thirty (30) days prior to the Fairness Hearing.
- ee. “Objection” means written objections to the Settlement, as provided in Paragraphs 43 through 50 of this Agreement, submitted by Settlement Class Members that must (1) state the basis of the objection and all required information from the Notice; (2) be mailed to the Settlement Administrator, Class Counsel, and Defense Counsel; and (3)

be filed with the Court by the Opt-Out and Objection Deadline.

- ff. “Online Claim Form” means the Blank Claim Form posted electronically on the Settlement Website that can be completed by the Settlement Class Member online and electronically submitted through the Settlement Website.
- gg. “Opt-Out and Objection Deadline” means the date to be set by the Court as the deadline for Settlement Class Members to submit Objection Statements and Requests for Exclusion. The Parties shall request that the Court set an Opt-Out and Objection Deadline after the Notice Period and at least thirty (30) days prior to the Fairness Hearing
- hh. “Opt-Out List” means the list of valid and timely requests for exclusion from the Settlement Class compiled by the Settlement Administrator, as set forth in Paragraph 1(t), Paragraph 9 and Paragraphs 38 through 50.
- ii. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
- jj. “Prefilled Claim Form” means the Court-approved paper claim form, substantially in the form attached to the Mail Notice attached hereto as Exhibit 2, that is pre-filled with the Settlement Class Member name and address, Class C ID (i.e., claim number), and date of loss, that a Settlement Class Member may submit to be considered for payment under the Settlement. The Prefilled Claim Form is attached to the First Mail Notice and Second Mail Notice.
- kk. “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit 1, issued by the Court: (i) granting preliminary approval of this Agreement; (ii) certifying the Settlement Class for settlement purposes; (iii) appointing the Class Representatives and Class Counsel; (iv) approving the form and manner of the Notice and appointing a Settlement Administrator; (v) establishing deadlines for objecting, opting-out, and making claims; (vi) finding that the Parties have complied with New Jersey Court Rule 4:32-2(b); and (vii) scheduling the Fairness Hearing.
- ll. “Released Claims” means and includes any and all known and unknown claims, rights, actions, suits, demands, or causes of action of any kind or nature, whether statutory, common law, contractual, legal, or equitable, of any and all NJM Insureds of leased vehicles covered under any New Jersey automobile insurance policy issued by NJM covering first-party claims for auto physical damage for comprehensive or collision loss, that relate, pertain, or seek allegedly unpaid and/or allegedly underpaid sales taxes that arise out of, relate to, and/or are allegedly owed in connection with first-party leased vehicle total loss claims made during the Class Period beginning on March 19, 2015, and concluding on the date the motion for preliminary approval of the Settlement is granted by the Court. Notwithstanding the preceding, Released Claims shall not include any claims for personal injury, medical payment, or

uninsured motorist or underinsured motorist benefits. Upon the Effective Date, the Releasing Parties will be bound by the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged all Released Persons from all Released Claims.

- mm. “Releasing Persons” means: (a) Plaintiff and (b) Settlement Class Members who do not otherwise timely opt-out of the Settlement Class (whether or not such members submit claims) and their respective present, former, or subsequent assigns, estates, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, employees and anyone working on their behalf.
- nn. “Released Persons” means (a) Defendant; (b) all divisions, parent entities, affiliates, and subsidiaries of Defendant; (c) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, insurers and reinsurers of any of the entities or Persons listed in this Paragraph; and (d) all heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this Paragraph.
- oo. “Request for Exclusion” or “Opt-Out” is the written communication that a Settlement Class Member must submit to the Settlement Administrator by the Opt-Out and Objection Deadline in order to be excluded from the Settlement as provided for in Paragraphs 38 through 50 below.
- pp. “Leased Vehicle Sales Tax Payments” or “Leased Vehicle Sales Tax Payment” means the Actual Cash Value of the totaled leased vehicle on the date of loss as determined by NJM multiplied by the applicable New Jersey tax rate on the date of the total loss multiplied by 75.4% minus all sales taxes already paid by NJM in connection with each Settlement Class Member’s leased vehicle total loss claim. As detailed in Paragraph 30, below, the parties agree that NJM will be permitted to deduct each Settlement Class Member’s pro-rata percentage of Court approved Attorneys’ Fees and documented litigation costs from each Leased Vehicle Sales Tax Payment made in response to each timely and valid Claim Form.
- qq. “Settlement Agreement” or “Agreement” means this Settlement Agreement and its Exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.
- rr. “Settlement Class,” “Settlement Class Members,” “Class Members,” or “Class” means all Insureds of leased vehicles covered under any New Jersey automobile insurance policy issued by New Jersey Manufacturers Insurance Company covering first-party claims for auto physical damage for comprehensive or collision loss that made a first-party property damage claim on or after March 19, 2015, to the date the motion for preliminary approval of Settlement is granted by the Court, which resulted in the leased vehicle being deemed a “total loss,” excluding any such NJM Insureds who timely opt-out from the Settlement Class. “Insureds”, as used in the Settlement

Class definition, will include only NJM insured lessees of NJM insured vehicles that sustained a “total loss” on or after March 19, 2015, to the date the motion for preliminary approval of Settlement is granted by the Court. NJM Insureds that do not timely opt-out of the Settlement Class shall be Settlement Class Members and shall be bound by the terms and conditions of the Settlement and this Settlement Agreement.

Excluded from the Settlement Class are: (i) NJM's officers, directors, employees, or legal representatives; (ii) all Superior Court of New Jersey Judges to whom this case is or was assigned, along with any members of their immediate families; (iii) all Insureds for whom sales tax was already paid by NJM; and (iv) any person who timely opts out of the Settlement Class.

- ss. “Second Mail Notice” means the Court-approved short form notice (i.e., postcard notice), substantially in the form of Exhibit 2 mailed via first-class mail with a detachable prepaid postage Prefilled Claim Form to potential Settlement Class Members, as provided in Paragraph 1(h), Paragraph 6(b) and Paragraphs 8 through 9.
- tt. “Second Mail Notice Date” means the date the Second Mail Notice to potential Settlement Class Members, as set forth in Paragraph 1(h), Paragraphs 4 through 7, and Paragraphs 8 through 9, is completed.
- uu. “Service Award” means any award sought by Plaintiff Morgan and approved by the Court that is payable to Plaintiff Morgan for her role as the Class Representative and/or named Plaintiff and for the responsibility and work attendant to that roles. NJM agrees to pay Plaintiff Morgan a Service Award of \$5,000.00.
- vv. “Settlement Administrator” means an administrator mutually chosen and supervised by Class Counsel and counsel to NJM provided it agrees to undertake notice and administration in accordance with this Agreement or as otherwise ordered by the Court. The Settlement Administrator shall, among other things, provide settlement notice, and administer and oversee the processing, handling, reviewing, and approving of claims made by Claimants, communicating with Claimants, and distributing payments to qualified Claimants. If the Court declines to appoint the Administrator chosen by the Parties’, the Parties will work in good faith to propose an alternative Settlement Administrator. If the Parties cannot agree on an alternative Settlement Administrator, the Parties will ask the Court to appoint one.
- ww. “Settlement Website” means a dedicated website to be established by the Settlement Administrator for the purpose of providing Notice, Claim Forms, and other information regarding this Agreement. The Settlement Website will be activated no later than three (3) business days before the Notice is first disseminated.

- xx. “Underpaid Insureds” are Insureds who received some amount of sales tax in connection with a leased vehicle total loss, but less than the Leased Vehicle Sales Tax Payment.
- yy. “Unpaid Insureds” are Insureds who received \$0.00 in sales tax in connection with a leased vehicle total loss.

II. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiff shall submit this fully executed Settlement Agreement to the Court, and request entry of the Preliminary Approval Order, substantially in the form of Exhibit 1, for the purpose of:

- a. Finding that the Court possesses jurisdiction over the subject matter of the Action and over all Parties to the Action, including Plaintiff and all Settlement Class Members;
- b. Certifying a Settlement Class under New Jersey Court Rule 4:32-2, appointing Plaintiff Morgan as the representative of the Settlement Class and Class Counsel as counsel for the Settlement Class;
- c. Finding that the Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class and preliminarily approving the Settlement Agreement;
- d. Approving and authorizing the contents and distribution of the Notice;
- e. Approving and appointing the Settlement Administrator;
- f. Determining that the Notice of the Settlement Agreement and the Fairness Hearing: (i) is the best practicable notice under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement Agreement, and their rights to participate in, object to, or exclude themselves from the Settlement Agreement; and (iii) complies with all legal requirements, including but not limited to, New Jersey Court Rule 4:32;

- g. Approving the Blank Claim Form, Prefilled Claim Form, and Electronic Claim Form to be distributed to and/or used by Settlement Class Members;
- h. Setting a First Mail Notice Date, Second Mail Notice Date, and a Claims Submission Deadline by which the Claim Forms and Electronic Claim Forms must be submitted in order to be deemed timely, which shall be fifteen (15) days after the Fairness Hearing;
- i. Approving the Settlement Website as described in Paragraph (ww) and Paragraph 6(b)(iii), which may be amended as appropriate and agreed to by the Parties and which shall be maintained for at least 180 days after the Claims Submission Deadline;
- j. Directing the Settlement Administrator to maintain the Settlement Website and a toll-free Interactive Voice Response (“IVR”) telephone system containing recorded answers to frequently asked questions, to be agreed upon by the Parties;
- k. Providing that Class Members wishing to exclude themselves from the Settlement Agreement will have until the date specified in the Notice and the Preliminary Approval Order (postmarked no later than thirty (30) days prior to the Fairness Hearing) to submit a valid written request for exclusion or opt-out to the Settlement Administrator;
- l. Providing a procedure for Settlement Class Members to request Exclusion or Opt-Out from the Settlement Agreement, which complies with the requirements in Paragraphs 38 through 50;
- m. Providing that any objections by any Settlement Class Member to the certification of the Settlement Class, the Settlement Agreement, the entry of the Final Order and Judgment, or Class Counsel's application for an Attorneys' Fees Award of \$2,000,000.00, Expense Award of approximately \$21,000.00, or Service Award of \$5,000.00 shall be heard and any papers submitted in support of said objections shall

- be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Notice and Preliminary Approval Order, such objector files with the Court, and submits to the Parties' counsel and the Settlement Administrator, a written objection and notice of any intention by the objector to appear at the Fairness Hearing, and otherwise complies with the requirements in Paragraphs 38 through 50 of this Settlement Agreement;
- n. Directing the Settlement Administrator to provide copies of all objections, requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession to Class Counsel and Defense Counsel, within three business days of receipt;
 - o. Directing the Settlement Administrator to retain and record all notice and claim procedures and provide weekly updates to Class Counsel and Defense Counsel during the Notice Period;
 - p. Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections;
 - q. Establishing a date by which Class Counsel's application for an Attorneys' Fees Award of \$2,000,000.00, Expense Award of approximately \$21,000.00, and Service Award of \$5,000.00 shall be filed;
 - r. Providing that all Class Members will be bound by the Final Order and Judgment dismissing the Action with prejudice unless such Class Members timely file valid written requests for Exclusion or Opt-Out in accordance with this Settlement Agreement and the Notice;

- s. Scheduling the Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Settlement Agreement and Class Counsel's application for an Attorneys' Fees Award of \$2,000,000.00, an Expense Award of approximately \$21,000.00, and Service Award of \$5,000.00, and whether they should be finally approved by the Court on a date not sooner than 90 days after entry of the Preliminary Approval Order;
- t. Requiring the Settlement Administrator to file proof of completion of Notice at least ten (10) days prior to the Fairness Hearing, along with the Opt-Out List, which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class, and an affidavit attesting to the accuracy of the Opt-Out List;
- u. Staying all proceedings in the Action until further order of the Court, except that the Parties may conduct proceedings necessary to implement the Settlement Agreement or effectuate its terms;
- v. Directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement.

2. In the event that the Settlement Agreement is not consummated for any reason (including, but not limited to, reversal on appeal): (a) the Parties and their attorneys shall proceed as though the Settlement Agreement had never been entered and neither the Parties nor their counsel shall cite or reference this Settlement Agreement (or negotiations relating to it), (b) the fact that this Settlement Agreement was entered into and/or negotiations relating to this Agreement shall not be offered, received or construed as an admission or as evidence for any purpose in any proceeding, including certification of a class, (c) the Parties shall be restored to their respective

positions existing immediately before April 21, 2025. NJM, however, shall pay the Notice and Administration Costs actually incurred to date, if any, associated with this Settlement Agreement.

III. DATA PRODUCTION RELATING TO SETTLEMENT CLASS

3. No later than 20 days after the Court's entry of a Preliminary Approval Order, NJM shall produce data relating to the Settlement Class from the start of the Settlement Class period (March 19, 2015) through the date of the Preliminary Approval Order for New Jersey Manufacturers Insurance Company. Such production shall include data for each Settlement Class Member, including the claim numbers, policyholder names, known email addresses, and known mailing or street addresses of all persons within the Settlement Class.

IV. CLASS NOTICE AND ADMINISTRATION

4. NJM will bear all Notice and Administration Costs associated with Notice and administering the settlement claims.

5. The forms and plan of disseminating notice to the Settlement Class shall be in a form that complies with all applicable requirements of the New Jersey Constitution, New Jersey Court Rules, and any order by the Court.

6. The Parties shall ask the Court to approve Notice in accordance with the forms agreed to in the Settlement Agreement, which include the following:

- a. Long-Form Notice will be posted on the Settlement Website and sent to Settlement Class Members who so request.
- b. Short-form Notice, which will be sent in two ways: (1) via postcard, pre-paid postage, and served by direct mail to the policy address or last known address of the Insured, including skip trace remailing for any undelivered mail ("Mailed Notice") and (2) via Email Notice to the extent such addresses are kept by NJM.

- i. The Settlement Administrator shall send Email Notice to the Settlement Class Members for whom NJM has email addresses on two occasions on dates suggested by the Settlement Administrator as approved by the Parties and in accordance with the Court's orders. The Email Notice will include a hyperlink to a prefilled Claim Form on the Settlement Website. To ensure a high degree of deliverability of the email notice and to avoid spam filters, the Settlement Administrator must utilize industry-recognized best practices and comply with the CAN-SPAM Act.
- ii. The Settlement Administrator shall send mailed Short-Form Notice to the Settlement Class on two occasions on dates suggested by the Settlement Administrator as approved by the Parties and in accordance with any Court orders; and
 - A. For Settlement Class Members for whom NJM maintains last known physical addresses and email addresses, those individuals shall be sent both Mailed Notice and Email Notice.
- iii. The Settlement Website is to be established at least three (3) business days before Notice is first disseminated and will: (i) notify the Settlement Class Members of their rights to opt out or exclude themselves from the Settlement Class; (ii) notify the Settlement Class Members of their right to object to this Agreement; (iii) notify the Settlement Class Members that no further notice will be provided to them that the Settlement has been approved; (iv) inform the Settlement Class Members that they should monitor the Settlement Website for further developments; (v) inform the Settlement Class Members of their right to attend

the Fairness Hearing conducted by the Court; (vi) include a copy of the Notice; and (vii) include any other information or materials that may be required by the Court or agreed to by the Parties. The Parties shall have the right to review and approve the content of the Settlement Website. The Settlement Administrator shall establish the Settlement Website using a website name to be mutually agreed upon by the Parties.

- iv. The Settlement Administrator shall set up an automated call center to answer Settlement Class Members' questions, using an agreed-upon script of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the language contained in the Notice and Claim Form. The phone number shall remain open and accessible through the Claim Submission Deadline. The Settlement Administrator shall make reasonable provision for Class Counsel and Defense Counsel to be promptly advised of recorded messages left on the phone number by potential Settlement Class Members concerning the Action or this Settlement Agreement, so that Class Counsel, Defense Counsel, and/or the Settlement Administrator may timely and accurately respond to such inquiries; provided, however, the Settlement Administrator shall review the recorded messages before providing them to Class Counsel and Defense Counsel, and if one or more of the messages requests a Blank Claim Form or other similar administrative assistance only, then the Settlement Administrator shall handle such administrative requests, but the Settlement Administrator shall provide all other messages to Class Counsel and Defense Counsel for any further response to the Settlement Class Member.

7. The Settlement Administrator shall retain and record all such notice procedures and provide weekly updates to Class Counsel and Defense Counsel during the Notice Period.

V. SETTLEMENT ADMINISTRATOR

8. The Settlement Administrator shall be mutually chosen and supervised by Class Counsel and counsel to NJM. The Parties agree that NJM has the option to involve itself in settlement administration by, for example and without limitation, advising the Settlement Administrator of the amount of sales taxes paid by NJM to each Settlement Class Member that submits a timely and valid Claim Form. NJM shall be solely responsible for the payment of the Settlement Administrator's fees and costs relating to the effectuation of notice and administrative tasks as described herein. The Settlement Administrator's fees and costs are separate from, and are not included as, part of the Attorneys' Fees and documented litigation costs that NJM is permitted to deduct on a pro-rata basis from each Claim Payment made in response to each timely and valid Claim Form as set forth in Paragraphs 28 through 36 below if approved by the Court.

9. The Settlement Administrator shall assist with the various administrative tasks set forth herein and any others necessary to implement the terms of this Agreement and the Proposed Settlement as preliminarily approved, including (i) mailing and emailing or arranging for the mailing and emailing, respectively, of the First and Second Mail Notices ("Mailed Notices") and Email Notices and submitting to Class Counsel, Defense Counsel, and Court an affidavit offering proof thereof; (ii) handling mail returned as not delivered and making additional mailings required under the terms of the Agreement; (iii) posting notices on the Settlement Website, Claim Forms, and other related documents, (iv) responding, as necessary, to inquiries from Settlement Class Members; (v) providing to the Parties, within three (3) business days of receipt, copies of all objections, motions to intervene, notices of intent to appear, and requests for exclusion from the

Settlement Class; (vi) preparing a list of all Persons who timely request exclusion from the Settlement Class and submitting to the Court the Opt-Out List and supporting affidavit ten (10) days before the Fairness Hearing scheduled by the Court; (vii) preparing a list of all Persons who submitted objections to the Settlement Agreement and submitting an affidavit testifying to the accuracy of that list ten (10) days before the Fairness Hearing scheduled by the Court; (viii) preparing a list of all Persons who make a timely claim; (ix) implementing procedures for processing and handling Claim Form submissions; (x) promptly responding to requests for information and documents from Class Counsel or NJM; (x) receiving and processing claims and distributing cash payments to Settlement Class Members who submit a valid, complete, and timely Claim Form; and (xi) otherwise assisting with implementation and administration of the Settlement Agreement's terms.

10. As set forth herein, the Settlement Administrator shall set up, coordinate, maintain and implement (a) the Settlement Website described in Paragraph (ww) and Paragraph 6(b)(iii); and (b) the toll-free IVR number described in Paragraph 6(b)(iv).

11. The Settlement Administrator shall retain and record all notice procedures and provide weekly updates to Class Counsel and Defense Counsel during the Notice Period.

12. Within five (5) calendar days of the Claims Submission Deadline, the Settlement Administrator shall provide the Parties with a declaration attesting to completion of the Notice process set forth in this Settlement Agreement, consistent with any modifications thereto that may be ordered by the Court.

VI. SETTLEMENT CONSIDERATION/CLAIMS PAYMENTS

13. To be eligible for a Claim Payment under this Settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a valid and complete

Claim Form or Electronic Claim Form and must not have submitted a request for exclusion.

14. NJM shall not be obligated to make any Claim Payments until after the Effective Date.

15. In consideration of the Settlement Agreement and Release given herein, NJM will make the following available to Settlement Class Members that submit timely, valid, and complete Claim Forms:

- a. NJM will pay the full estimated “Leased Vehicle Sales Tax Payment” at the applicable state rate based on the policy address and date of loss. The “Leased Vehicle Sales Tax” is calculated as the average estimated sales tax on the lease capitalized cost minus all sales taxes paid by NJM to each Settlement Class Member that submits a timely and valid Claim Form. For the purpose of settlement only, the Parties agree that the sales tax on the lease capitalized cost is 75.4 percent of the sales tax on the full vehicle value as determined by NJM on the date of loss. The settlement formula that will govern each settlement payment issued to each Settlement Class Member that submits a timely and valid claim form is as follows: *Actual Cash Value of the totaled leased vehicle on the date of loss as determined by NJM × the applicable New Jersey tax rate on the date of the total loss × 75.4% – all sales taxes already paid by NJM in connection with each Settlement Class Member’s leased vehicle total loss claim*. Timely, valid, and complete Claim Forms pertaining to totaled leased electric vehicles shall be subject to payment of the estimated Leased Vehicle Sales Tax—if any—based upon the applicable electric vehicle state sales tax rate in place on the date of loss. The Settlement Administrator shall deny—and NJM shall have no obligation to pay—any claims by Settlement Class Members for whom full sales tax was already paid by NJM, or who

are otherwise ineligible for a Claim Payment due to the existence of a prior release of such claims or for any other reason, including, without limitation, the filing of duplicative Claim Forms, the failure to submit a timely Claim Form, the submission of a deficient Claim Form, or the failure to fully complete the Claim Form.

- b. The Funds Made Available amount—which is the total amount of funds made available to Settlement Class Members that submit timely, valid, and complete claim forms—shall not be specifically disclosed as a dollar amount, shall not be disclosed to the public in any way, and shall remain strictly confidential. If the Court requests disclosure of the total amount of funds made available to the Settlement Class, then the parties will request the Court’s permission to submit that figure under seal and/or directly to chambers in lieu of filing that information to the public docket. If the Court requires public disclosure of the total amount of funds made available to the Settlement Class, then the parties shall endeavor to keep that information as confidential as possible while still complying with the Court’s instructions.

16. There will be no interest assessed on the monetary consideration paid.

17. NJM will have no obligation to pay any Settlement Class Member for which a timely, valid, and complete Claim Form is not submitted. For amounts paid in response to timely, valid, and complete Claim Forms where the settlement payment check remains uncashed after it has become stale, those amounts will be reverted to NJM and NJM shall have no further payment obligation of any kind.

18. **Non-Monetary Consideration:** As part of the Settlement, beginning on the Effective Date of the Settlement, NJM will pay applicable Leased Vehicle Sales Tax on leased total loss vehicles at the time of loss based on the Leased Vehicle Sales Tax formula provided herein (Actual Cash Value of the totaled leased vehicle on the date of loss as determined by NJM

multiplied by the applicable New Jersey tax rate on the date of the total loss multiplied by 75.4%), without requiring the lessee to provide proof that the lessee purchased a replacement vehicle.

- a. NJM reserves the right to change its practices in the event of a change in applicable law, or appropriate changes to the terms of the applicable insurance policies.

VII. CLAIMS SUBMISSION

19. The Prefilled Claim Form shall be substantially in the form included in Exhibit 2, and the Blank Claim Form and Electronic Claim Forms shall be substantially in the form of Exhibit 5, except for changes necessary for conversion to electronic format or that may be directed by the Court.

20. Each Settlement Class Member will be provided an opportunity to submit, at his or her option, either a timely, valid, and complete Prefilled Claim Form or timely, valid, and complete Blank Claim Form requesting a payment calculated in accordance with Paragraph 16.

21. A Claim Form submitted for a Settlement Class Member who has more than one claim under the terms of this Agreement shall constitute a Claim Form for all covered claims of the Settlement Class Member.

22. To be considered for payment, a Claim Form must be postmarked no later than the Claims Submission Deadline or must be submitted electronically no later than the Claims Submission Deadline, at which point the Settlement Administrator shall deactivate the Electronic Claim Form.

23. If not pre-populated as set forth above, a Settlement Class Member must include in a Blank Claim Form (i) the name and current address of the Settlement Class Member (and the name and/or address at the time of the total loss, if different from the current name and/or address) and (ii) the claim number associated with the total loss for which Claim Payment is sought or, if

the claim number is unknown, the Settlement Class Member's policy number at the time of the total loss and the year, make, and model of each totaled leased vehicle. The name, address, and claim number or policy number must match NJM's records in order for the Claimant to be eligible for a Claim Payment. The Claim Form will require the Claimant to certify that he/she: (1) sustained a total loss in a leased vehicle insured by NJM on or after March 19, 2015, to the date of the motion for preliminary approval of Settlement is granted by the Court; and (2) is entitled to a Leased Vehicle Sales Tax Payment from NJM in accordance with Paragraph 15, above.

24. The Prefilled Claim Form and Blank Claim Form must contain a signature, and in the case of an Electronic Claim Form, an electronic signature, certifying the claim. For signatures or electronic signatures not that of the Settlement Class Member, the Settlement Administrator must take appropriate steps to ensure that the signature or electronic signature that is on the Claim Form is that of a Legally Authorized Representative of the Settlement Class Member.

VIII. CLAIMS ADMINISTRATION

25. Claim forms that are timely mailed to the correct address or electronically submitted shall be processed as follows:

- a. If a timely-submitted Claim Form is unsigned, illegible, or does not include the claim number or policy number involved in the claim, the Settlement Administrator shall send the Claimant a letter, after consultation with Defense Counsel and Class Counsel, informing of the defect(s) and providing the Claimant with thirty (30) days to cure the defect(s). If the Claimant does not subsequently provide a Claim Form curing the defect(s) that, in the case of Prefilled Claim Forms and Blank Claim Forms, is postmarked within thirty (30) days of the date of the Settlement Administrator's letter, or, in the case of an Electronic Claim Form, is submitted electronically no later

than thirty (30) days of the date of the Settlement Administrator's letter, that Claim Form shall be deemed defective and not eligible for Claim Payment, and the Claimant shall not have an additional opportunity to cure the defect.

b. Within ninety (90) days after the later of the Claims Submission Deadline or the Final Order and Final Judgment, NJM shall:

i. inform Class Counsel of any claims (other than claims determined by the Settlement Administrator to be untimely) that the Settlement Administrator or NJM believes are invalid and, as to each such claim, include the Settlement Class Member's name, claim number, and a brief description as to why the Settlement Administrator or NJM believes the claim to be invalid. Class Counsel will have fourteen (14) days from the date of NJM informing Class Counsel that it believes a claim is invalid to dispute that determination. Defense Counsel and Class Counsel shall cooperate in an effort to resolve any dispute as to a Claim Payment within fourteen (14) days after Defense Counsel receives a response, if any, from Class Counsel; and

ii. For those claims that the Settlement Administrator or NJM does not challenge as invalid, NJM or the Settlement Administrator shall inform Class Counsel of the amount of payment for each claim. The Settlement Administrator and NJM will calculate the amount of each Claim Payment to be issued in response to each timely, valid, and complete Claim Form in accordance with the settlement formula detailed in Paragraph 15(a). Class Counsel will have fourteen (14) days from the provision of the Claim Payment amount to dispute the validity of the

claim and the amount of Claim Payment. Defense Counsel and Class Counsel shall cooperate in an effort to resolve any dispute as to a Claim Payment within fourteen (14) days. In the event that the Parties are not able to reach agreement, any Party may submit the issue to the Court for resolution.

- c. Within ninety (90) days after the later of the Claims Submission Deadline or the Final Order and Judgment, whichever is later, NJM shall provide the Settlement Administrator with the funds necessary to make Claim Payments in response to timely, valid, and complete Claim Forms by mailing the Settlement Administrator a check for the full amount of all Claim Payments or, if authorized to do so, by making an electronic transfer of funds for the full amount of the Claim Payments to the Settlement Administrator. The Settlement Administrator and NJM will calculate the amount of each Claim Payment to be issued in response to each timely, valid, and complete Claim Form in accordance with the settlement formula detailed in Paragraph 15(a).
- d. Within thirty (30) days after the Settlement Administrator receives the funds necessary to make Claim Payments from NJM, Eligible Class Members will be paid by a check issued by the Settlement Administrator, and the check will be mailed by first-class U.S. Mail by the Settlement Administrator to the Settlement Class Member. The check shall be valid for 180 days after the date of the check. If, within 30 days of the void date, the claimant requests another check be issued, it shall be reissued. After that date all uncashed checks will be void, payment shall revert to Defendant, and NJM shall have no further payment obligation of any

kind. The Settlement Administrator will also provide a form on the Settlement Website that Settlement Class Members may visit to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by an electronic payment platform (such as Venmo, Zelle, PayPal, etc.) subject to approved cybersecurity protocols instead of a paper check. Settlement Class Members must provide an updated address and/or elect to receive the Settlement Benefit by an electronic payment platform no later than sixty (30) days after the Effective Date.

- e. If any Claim Payment mailed to any Eligible Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Claim Payment that is returned as undeliverable and provide copies of the log to Class Counsel and Defense Counsel upon request. The Settlement Administrator will run the address through the National Change of Address database (“NCOA”). If there is an updated address, the Settlement Administrator shall resend the Claim Payment to that address. If the Claim Payment mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the Claim Payment mailing to that address. If neither a forwarding address nor an updated address through NCOA is found, the Settlement Administrator shall email the Eligible Class Member requesting a new address to which the Claim Payment can be mailed and providing instructions to receive the Claim Payment by Venmo or PayPal.
- f. For defective or disputed Claims discussed in Paragraphs 25(a) and 25(b), above, thirty (30) days after resolution of any dispute of the validity of any Claim Forms

or the amount of Claim Payments, NJM shall make the Claim Payment to the Settlement Administrator as identified in Paragraphs 25(b)(ii) through 25(e) for the resolved full amount of Claim Payment. Within thirty (30) days after the Settlement Administrator receives those Claim Payments from NJM, the Settlement Administrator shall deliver Claim Payments to all Settlement Class Members for whom disputes as to the validity of any Claim Forms or the amount of Claim Payments have been resolved.

- g. For defective or disputed Claims discussed in Paragraphs in Paragraphs 25(a) and 25(b), above, within thirty (30) days of receiving NJM's or Class Counsel's determinations, the Settlement Administrator shall mail to all Settlement Class Members who submitted claims challenged by NJM or Class Counsel as invalid an explanation approved by NJM and Class Counsel of why NJM or Class Counsel deemed the claim to be invalid ("Explanation Letter"). The Explanation Letter will include the process by which the defect may be cured and inform the Settlement Class Member that it may re-submit a Claim Form to correct the deficiency, or, if NJM or Class Counsel determined in its opinion that the defect is not curable, will inform the Settlement Class Member that they may contest the determination by mailing a written explanation as to why NJM's or Class Counsel's determination was incorrect. The mailing contesting NJM's or Class Counsel's determination must be postmarked no later than thirty (30) days after the date of the Explanation Letter to be deemed timely.
- h. Within thirty (30) days of receiving any re-submissions or contestations from Settlement Class Members as set forth in Paragraphs 25(a) and/or (g) above, if

NJM, Defense Counsel, or Class Counsel still believes the claim is invalid, the claim will be submitted to a Neutral Evaluator agreed to by the Parties. The decision by the Neutral Evaluator shall be binding on NJM, Defense Counsel, Class Counsel, and the Settlement Class Member. The Neutral Evaluator shall provide an explanation of any decision to Defense Counsel and Class Counsel. Within ten (30) days of the Neutral Evaluator's determination, NJM or the Settlement Administrator will mail a payment to any Settlement Class Member determined by the Neutral Evaluator to have submitted or re-submitted a valid claim, or the Settlement Administrator shall mail an explanation to any Settlement Class Member approved by NJM and Class Counsel that the Neutral Evaluator determined submitted an invalid claim.

- i. Class Counsel shall also be informed by the Settlement Administrator and Defense Counsel of any challenges and determinations for any claim NJM or Defense Counsel determined to be invalid under Paragraph 25(b)(i) above.
- j. The Neutral Evaluator shall be a licensed attorney in the State of New Jersey. If the Parties cannot agree upon the Neutral Evaluator, such person shall be appointed by the Court. Claim Forms that are not postmarked, not timely postmarked, or not timely submitted electronically, as determined by the Settlement Administrator, will not be considered for payment.

26. The Settlement Administrator and the Parties will have the right to audit claims.

27. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations

contemplated by the Settlement Agreement have been fully carried out.

IX. ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS

28. Class Counsel's entitlement, if any, to an Attorneys' Fees Award, Expense Award, and the Plaintiff's entitlement to any Service Award, will be determined by the Court. The terms of any such awards, fees, costs, or expenses were not negotiated until after all material elements of the Settlement Agreement were resolved, and the terms of this Settlement Agreement are not conditioned upon any maximum or minimum Attorneys' Fees Award, Expense Award, or Service Award, except as explicitly stated herein.

29. Subject to Court approval, NJM agrees to pay the following: (a) attorneys' fees payable to Class Counsel in a total amount of \$2,000,000.00 ("Maximum Attorneys' Fees Award"); (b) an award of litigation costs and expenses in the amount of \$21,000.00 (the "Maximum Expense Award"); and (c) a service award to Plaintiff Cotoyya Morgan of \$5,000.00 ("Maximum Service Award").

30. The parties agree that NJM will be permitted to deduct each Settlement Class Member's pro-rata percentage of attorneys' fees and documented litigation costs from each settlement payment made in response to each timely and valid Claim Form. For example, if the court approves an Attorneys' Fees Award and an Expense Award that collectively amount to 26% of the confidential Funds Made Available amount (i.e., the total amount of funds made available to Settlement Class Members that submit timely, valid, and complete Claim Forms), then each settlement payment issued to each Settlement Class Member that submits a timely, valid, and complete Claim Form will be reduced by 26%. The lawsuit costs and expenses are separate from and in addition to the Notice and Administration Costs that NJM shall pay pursuant to Paragraph 4, Paragraph 8, and Paragraph 55. The Parties agree that the Long Form Notice shall inform

Settlement Class Members of the approximate percentage by which their Claim Payments may be reduced because of NJM's deduction of each Settlement Class Member's pro-rata percentage of attorneys' fees and documented litigation costs from each Claim Payment made in response to each timely and valid Claim Form.

31. NJM will not oppose or object to a motion requesting an award of attorneys' fees, costs, and expenses to be paid to Class Counsel in an amount not exceeding the Maximum Attorneys' Fees Award of \$2,000,000.00, Maximum Costs Award of \$21,000.00, or Maximum Service Award to Plaintiff Morgan of \$5,000.00.

32. NJM agrees to pay up to the Maximum Attorneys' Fees Award of \$2,000,000.00, Maximum Expense Award of \$21,000.00, and Maximum Service Award to Plaintiff Morgan of \$5,000.00, including any lesser amounts the Court may award.

33. Plaintiff and Class Counsel will not seek to enforce or recover any Attorneys' Fees Award, Expense Award, and/or Service Award in excess of the Maximum Attorneys' Fees Award of \$2,000,000.00, Maximum Costs Award of \$21,000.00, and/or Maximum Service Award to Plaintiff Morgan of \$5,000.00.

34. In the event the Court awards attorneys' fees or costs, NJM's sole obligation with respect to those fees or costs shall be to wire—or mail a check for—the amount of fees or costs awarded into an account(s) designated by Class Counsel. Class Counsel will provide NJM with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice of at least 10 days to allow NJM to pay the Attorneys' Fees Award and Expense Award as set forth herein. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees Award and Expense Award amongst Class Counsel and any other attorneys for Plaintiff. NJM shall have no liability or other responsibility for allocation of any such Attorneys' Fees Award and

Expense Award, and, in the event that any dispute arises relating to the allocation of fees or expenses, Class Counsel agree to defend, indemnify, and hold NJM harmless from any and all such liabilities, costs, fees, and expenses of such dispute.

35. This Agreement is not conditioned on the Court approving a Service Award at all or in any amount. Plaintiff Morgan understands and acknowledges that she may receive no monetary payment, and her agreement to the Settlement Agreement is not conditioned on the possibility of receiving monetary payment. To the extent this Court approves a Service Award for Plaintiff Morgan, however, NJM agrees to pay up to the Maximum Service Award of \$5,000.00 to Plaintiff Morgan. Plaintiff will provide NJM with all necessary accounting and tax information, including a W-9 form, with reasonable advance notice of at least 10 days to allow NJM to pay the Service Award as set forth herein.

36. Any Attorneys' Fees Award, Expense Award, and/or Service Award made by the Court must be paid by NJM making payment into an account(s) designated by Class Counsel. NJM's payment of the Attorneys' Fees Award, Expense Award and/or Service Award shall be made no later than the Effective Date so long as Plaintiff provides NJM with all necessary accounting and tax information, including a W-9 form, at least 10 days prior to the Effective Date

X. FINAL APPROVAL OF PROPOSED SETTLEMENT

37. At least thirty-five (35) days prior to the Fairness Hearing, Class Counsel will file a motion seeking the Court's final approval of the Settlement Agreement. Class Counsel shall provide a draft of such motion, and Class Counsel's motion for preliminary approval of this Settlement Agreement, to Defense Counsel for review at least 14 days prior to filing each motion. The motion seeking this Court's final approval of the Settlement Agreement shall request, at minimum, the Court to enter a Final Order and Judgment that:

- a. Finds the Court has subject matter jurisdiction over the claims asserted in the

Action, personal jurisdiction over all Settlement Class Members, and, that venue is proper in Mercer County Superior Court;

- b. Grants final approval of this Settlement Agreement pursuant to New Jersey Court Rule 4:32-2(e) and directs the Parties and counsel to comply with and consummate the terms of the Settlement Agreement;
- c. Finds that Class Counsel and Plaintiff Morgan adequately represented the Settlement Class;
- d. Finds that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Settlement Class Members;
- e. Finds that Notice was completed in compliance with the Court's orders and that it (i) constituted the best practicable notice under the circumstances; (ii) was reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Settlement Agreement, and to appear at the Fairness Hearing; and (iii) complied with all laws, including, but not limited to, the New Jersey Constitution and New Jersey Court Rules;
- f. Finds that the Opt-Out List is a complete list of all Settlement Class Members, if any, who have timely requested exclusion from the Settlement Class and, accordingly, are the only Settlement Class Members that neither share in nor are bound by the Final Order and Judgment;
- g. Provides that Plaintiff, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, attorneys, agents, assigns, and successors, and/or anyone

claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form or Electronic Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims—including, without limitation—any and all Released Claims for sales taxes—against Defendant and the Released Persons, and are bound by the provisions of this Agreement;

- h. Dismisses all claims in the Action on the merits and with prejudice, and without fees or costs except as provided herein, and enters final judgment thereon;
- i. Determines the amount of the Attorneys' Fees Award and Expense Award to Class Counsel and Service Award to Plaintiff; and
- j. Retains jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Order and Judgment, any final order approving attorneys' fees and expenses, and for any other necessary purpose.

XI. REQUESTS FOR EXCLUSION (OPT OUTS) AND OBJECTIONS

Exclusions/Opt-Out

38. Any Settlement Class Member, other than the Class Representative, may elect to be excluded from the Settlement Agreement and from the Settlement Class by Opting-Out of the Settlement Class. Settlement Class Members who wish to be excluded from the Settlement Class must submit timely and written requests for exclusion.

39. To be effective, Settlement Class Members wishing to opt out of the Settlement Agreement must send to the Settlement Administrator by U.S. mail (to the address set forth in

the Notice) a personally signed letter or other writing including (a) their full name; (b) current address; (c) current phone number; (d) a clear statement communicating that they elect to be “excluded” from the Settlement; (e) their signature or the signature of the Legally Authorized Representative of the Settlement Class Member; and (f) the case name and case number (McCullough v. New Jersey Manufacturers Insurance Company, Docket No. MER-L-001401-20).

40. To be effective, the request must be mailed to the Settlement Administrator at the address provided in the Notice and postmarked no later than thirty (30) days before the Fairness Hearing. Requests for exclusion must be exercised individually by the Settlement Class Member and are only effective as to the individual Settlement Class Member requesting exclusion. Members of the Settlement Class who timely and properly opt out of the Settlement Agreement will not release their claims pursuant to this Settlement Agreement and may pursue a separate and independent remedy against NJM by complying with the exclusion provisions set forth herein and in compliance with the Court's orders.

41. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Settlement Agreement, irrespective of whether they have and/or submit a valid claim, Claim Form, or Electronic Claim Form, and this Action shall be dismissed with prejudice and all of the Settlement Class Members' Released Claims—including, without limitation, any and all claims for sales taxes—shall be released as provided for herein.

42. The Settlement Administrator shall promptly log and prepare a list of all Settlement Class Members who timely and properly requested exclusion from the Settlement Class and shall submit an affidavit to the Court, which includes and attests to the accuracy of

the Opt-Out List no later than ten (10) days prior to the Fairness Hearing set by the Court.

Objections

43. Settlement Class Members, who do not timely submit a valid request for exclusion from the Settlement Class, shall have the right to appear and present Objections as to any reason why the terms of this Agreement, any Attorneys' Fees Award, Expense Award and/or any Service Award should not be given final Court approval. Settlement Class Members who fail to file with the Court, physically or electronically through the New Jersey Superior Court's eCourts system, or through any other method in which the Court will accept filings, if any, and serve upon the Settlement Administrator, Class Counsel, and Defense Counsel timely written objections in the manner specified in this Settlement Agreement and the Court as set forth in the Court approved Notice shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

44. Any Settlement Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement Agreement must, in addition to timely filing a written objection with the Court, send the written objection by U.S. mail (to the mailing address set forth in the Notice) or e-mail (to the e-mail address set forth in the Notice) to the Settlement Administrator with a copy by U.S. mail or email to Class Counsel and Defense Counsel (at the addresses set forth below) postmarked no later than the date specified in the Preliminary Approval Order.

45. Class Members who object must set forth and provide: (a) their full name; (b) current address; (c) current telephone number; (d) a written statement of their objection(s) and the reasons for each objection; (e) identify any documents such objector desires the Court to consider; (f) their signature; (g) the case name and case number (McCullough v. New Jersey

Manufacturers Insurance Company, Docket No. MER-L-001401-20); (h) a statement of his or her membership in the Settlement Class, including a verification under oath of the approximate date of their total loss or attach documents establishing, or providing information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member; (i) the case name and number of any other case in which they have objected in the last five (5) years; (j) the identity of any current or former lawyer who may be entitled to compensation for any reason related to the objection; (k) a statement of whether the objector or the objector's attorney intends to appear at the Fairness Hearing; and (l) any additional information required by the Court.

Objections must be served on Class Counsel and Defense Counsel as follows:

Upon Class Counsel at:
Edmund A. Normand, Esq.
Normand PLLC
3165 McCrory Place, Suite 175
Orlando, FL 32803
ed@normandpllc.com

Upon Defense Counsel at:
Michael D. Celentano, Esq.
McElroy, Deutsch, Mulvaney & Carpenter, LLP
1300 Mount Kemble Avenue
Morristown, New Jersey 07962
mcelentano@mdmc-law.com

46. Furthermore, any attorney hired by a Settlement Class Member (at the Class Member's expense) for the purpose of objecting to any term or aspect of this Agreement or for purpose of intervening in this Action is required to provide a notice of appearance as directed in this Agreement and Long-Form Notice to the Settlement Administrator (who shall forward it to Class Counsel and NJM's counsel) and to also file that notice with the Court.

47. If the Settlement Class Member or his or her attorney requests permission to speak at the Fairness Hearing, a notice of intent to object must also contain the following

information:

- a. A detailed statement of the legal and factual basis for each objection;
- b. A list of any and all witnesses the Settlement Class Member may seek to call at the Fairness Hearing (subject to applicable rules of procedure and evidence and at the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;
- c. A list of any legal authority the Settlement Class Member will present at the Fairness Hearing;
- d. Documentary proof of membership in the Settlement Class; and
- e. Any additional information or documents as the Court may direct.

48. No member of the Settlement Class shall be entitled to be heard at the Fairness Hearing or object to the Settlement Agreement, and no written objections or briefs submitted by any member of the Settlement Class shall be received or considered by the Court at the Fairness Hearing, unless copies of any written objections and/or briefs and notice of an intent to appear at the Fairness Hearing shall have been filed with the Court and served on the Settlement Administrator, Class Counsel, and Defense Counsel on or before the date specified in the Preliminary Approval Order. Objections that are not filed pursuant to the Court's rules, filed with the Court but not served on the Parties, or served on the Parties but not filed with the Court, shall not be received or considered by the Court at the Fairness Hearing.

49. The Parties shall have the right to respond to or file a reply to any objection, as described in Paragraphs 43 through 48 of this Section, no later than seven (7) calendar days before the Fairness Hearing, or as the Court may otherwise direct.

50. Settlement Class Members who object to the Settlement Agreement shall remain

Settlement Class Members and waive their right to pursue any and all independent remedies, including, without limitation, any and all claims for sales taxes, against Defendant and Released Persons. To the extent any Settlement Class Member objects to the Settlement Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court. Settlement Class Members can avoid being bound by the Settlement Agreement and any Order of the Court only by complying with the exclusion provisions set forth herein.

XII. DENIAL OF LIABILITY

51. NJM denies any and all fault, wrongdoing, and/or liability to Plaintiff, or the Settlement Class, for monetary damages or other relief, but believes that the Settlement Agreement herein is desirable to avoid the further burden, expense, risk, and inconvenience of litigation, and the distraction and diversion of its personnel and resources. Neither this Settlement Agreement, the negotiations concerning it, nor any settlement negotiations may be used, offered, or admitted as evidence of fault, wrongdoing, and/or liability, or for any purpose, or filed with the Court for any reason.

XIII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

52. Upon the Effective Date, Plaintiff, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have and/or have submitted a claim, Claim Form, or Electronic Claim Form, will be bound by the Settlement Agreement and the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged all Released Persons from all Released Claims including, without limitation, any and all claims for sales taxes.

53. Upon entry of the Final Order and Judgment, the Action will be dismissed with prejudice as to NJM, Plaintiff, and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have and/or have submitted a claim, Claim Form, or Electronic Claim Form, and Plaintiff, Settlement Class Members, and all Releasing Persons will release all Released Persons from all Released Claims including, without limitation, any and all claims for sales taxes. It is the intent of the Parties to this Settlement Agreement that dismissal of the claims with prejudice and release of the claims shall have the res judicata effect of dismissal and release the claims identified herein as Released Claims. It is the intent of the Parties that this Settlement Agreement and the Action's dismissal will not operate as a bar to any member of the Settlement Class from pursuing any claim that is not a Released Claim. If required by the Court, counsel for the Parties shall execute a Stipulation of Dismissal with Prejudice of all claims asserted and all claims that could have been asserted in the Action.

I. RETENTION OF RECORDS

54. The Settlement Administrator, Class Counsel, and Defense Counsel shall retain copies or images of all returned Notices, Claim Forms (and/or data resulting therefrom) and correspondence relating thereto, for a period of up to two (2) years after the Effective Date. After this time, Class Counsel, upon written request from NJM or Defense Counsel, shall destroy any documentary records in their possession including, without limitation, any Confidential materials produced by NJM during discovery, settlement negotiations, approval motions, and/or settlement administration.

XVI. MISCELLANEOUS PROVISIONS

55. NJM will pay all costs incurred by the Settlement Administrator to implement and effectuate this Settlement Agreement, including, but not limited to, administrative costs, notice costs, claims handling cost, postage, settlement website maintenance, costs to email, and all other costs necessary to comport with this Settlement Agreement. These costs are separate from, and not included within, the lawsuit costs and expenses NJM has agreed to pay, if ordered by the Court, as part of the Attorneys' Fees Award and/or Expense Award.

56. The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

57. Each Party to this Settlement Agreement warrants that he, she, or it is fully authorized to enter into this Agreement, and is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement.

58. The Parties and undersigned counsel agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate this Settlement Agreement, including without limitation, providing any information counsel to the Parties or the Settlement Administrator believe is reasonably necessary to ensure compliance with and implementation of the Settlement Agreement and the terms of this Settlement Agreement; taking all steps and efforts contemplated by this Settlement Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.

59. In the event that the Court fails to approve the Settlement Agreement or fails to issue the Final Order and Judgment, the Parties agree to use all reasonable efforts, consistent with

this Settlement Agreement, to cure any defect identified by the Court.

60. The headings and captions contained in this Settlement Agreement are for reference purposes only and in no way define, extend, limit, describe, or affect the scope, intent, meaning, or interpretation of this Settlement Agreement.

61. Effect of Judicial Non-Approval of Settlement. If the Settlement Agreement does not receive final and non-appealable Court approval, NJM shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members; any attorneys' fees or expenses to Class Counsel; or any representative service award to Plaintiff. However, NJM will pay any Notice and Administration Costs actually incurred by the Settlement Administrator.

62. Unless otherwise noted, all references to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

63. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. This Settlement Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties and/or counsel.

64. This Settlement Agreement may be signed with a facsimile or electronic signature and in counterparts, each of which shall constitute a duplicate original.

65. Except as otherwise provided in a written amendment executed by the Parties or their counsel, this Settlement Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. The Parties further agree that

this Settlement Agreement contains the entire understanding between the parties with respect to the transaction contemplated herein, that there is no representation, agreement or obligation regarding the Settlement Agreement which is not expressly set forth in this Settlement Agreement, and that no representation, inducement, promise, or agreement not expressly set forth in the text of this Settlement Agreement shall be of any force or effect.

66. The terms of this Settlement Agreement are and shall be binding upon each of the Parties and 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.

67. The waiver by any Party of a breach of any term of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party. The failure of a Party to insist upon strict adherence to any provision of this Settlement Agreement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.

68. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

69. This Settlement Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Jersey, without regard to principles of conflicts of law. Moreover, any action arising under the Settlement Agreement shall be commenced and maintained only in the Superior Court for New Jersey Law Division – Mercer County.

70. The Exhibits to this Settlement Agreement are integral parts of it and are hereby incorporated and made parts of this Agreement.

71. To the extent permitted by law, this Settlement Agreement may be pleaded as a full

and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.

72. Information marked “Confidential” subject to the Consent Discovery Confidentiality Order (Trans ID: LCV2024658323) (“Confidential Information”) shall be protected from disclosure by Class Counsel and the Plaintiff to any Persons other than the Settlement Administrator, the Neutral Evaluator, and any Person the Court orders be allowed to access Confidential Information.

73. The Parties agree that Plaintiffs, Class Counsel, and anyone associated with Class Counsel's firms shall not use of any of the Confidential Information in any other litigation, whether pending or future, unless independently obtained through discovery or other procedures in that litigation.

74. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

75. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms-length negotiations with the aid of a neutral mediator. All Parties have substantially and materially contributed to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

76. The Parties may terminate this Settlement Agreement within twenty (20) days after notice of an occurrence as set forth below, by providing written notice of termination where (i) the Court or any appellate court(s) rejects, modifies, or denies approval of the Settlement Agreement or portion thereof which materially alters the Released Claims, Released Persons, and/or the amounts NJM is obligated to pay under the terms set forth in this Settlement Agreement, except

that rejection, modification, or disapproval of the Attorneys' Fees Award and/or Expense Award and/or Service Award does not allow Plaintiff or NJM the right to terminate this Agreement unless the Court approved Attorneys' Fees Award and/or Expense Award and/or Service Award is greater than the amounts set forth in this Agreement, (ii) any financial obligation is imposed on NJM in addition to and/or greater than those accepted by NJM in this Settlement Agreement, or (iii) if the Court allows a certified class of Persons who are members of the Settlement Class to Opt-Out of the Settlement Agreement.

77. If more than ten percent (10%) of the Settlement Class Members Opt-Out, NJM reserves its right to terminate the Settlement Agreement within fourteen (14) days of the Opt-Out and Objection Deadline. Within five (5) days of such notice, Class Counsel and Defense Counsel shall meet and confer concerning the termination of the Settlement Agreement and to select a mediator to schedule a mediation.

78. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties. Amendments and modifications may be made without additional notice to the potential Settlement Class Members unless such notice is required by the Court.

79. If any Party is required to give notice to another Party under the Settlement Agreement, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to the Class Representative or Class Counsel:

Edmund A. Normand, Esq.
Normand PLLC
3165 McCrory Place, Suite 175
Orlando, FL 32803
ed@normandpllc.com

If to NJM:

Michael D. Celentano, Esq.
McElroy, Deutsch, Mulvaney & Carpenter, LLP
1300 Mount Kemble Avenue
Morristown, New Jersey 07962
mcelentano@mdmc-law.com

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys,
and intending to be legally bound hereby, have duly executed this Settlement Agreement as of
the date set forth below.

PLAINTIFF

Catoyya Morgan

By: Catoyya Morgan
Plaintiff

Signature: 
Catoyya Morgan (Jul 1, 2025 18:40 EDT)
Email: cmorgan328@gmail.com

**PLAINTIFF'S COUNSEL AND CLASS
COUNSEL**

Dated: July 7th, 2025

/s/ Ed Normand

By: Edmund A. Normand (admitted pro hac
vice)
NORMAND PLLC
Attorney for Plaintiff and the Class

Dated: July 7th, 2025

/s/ Adam Schwartzbaum

By: Adam A. Schwartzbaum (admitted pro
hac vice)
EDELSBERG LAW, P.A.
Attorney for Plaintiff and the Class

Dated: July 7th, 2025

/s/ Andrew Shamis

By: Andrew Shamis (admitted pro hac vice)

SHAMIS & GENTILE, P.A.
Attorney for Plaintiff and the Class

DEFENDANT

Dated: July 7th, 2025

/s/ Michael Celentano
By: Michael D. Celentano
McElroy, Deutsch, Mulvaney & Carpenter
LLP
Attorneys for New Jersey Manufacturers
Insurance Company