

JOSEPH MCCULLOUGH and COTOYYA 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

**ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter having come before the Court upon an unopposed motion by Plaintiff, Cotoyya Morgan (“Plaintiff” or “Ms. Morgan”), under R. 4:32-2(e) for preliminary, non-binding approval of a proposed Class Action Settlement (the “Settlement”) memorialized in a Class Action Settlement Agreement (the “Settlement Agreement”),¹ court approval of a proposed form of Class Settlement Notice and a plan of Notice distribution and publication, and setting a hearing date for the formal public Fairness Hearing on whether to grant Final Approval to the proposed Class Settlement, and the Court having considered the Plaintiff’s unopposed motion papers, and for good cause shown;

IT IS HEREBY ORDERED this 6th day of August, 2025 as follows:

I. Preliminary Approval of the Settlement

1. Upon review of the record, the Court finds that the Settlement Agreement resulted from arm’s-length negotiations between highly experienced counsel and falls within the range of

¹ Capitalized terms used in this Order have the same meaning as those used in the Settlement Agreement.

possible approval. Therefore, the Settlement Agreement (including Exhibits 2–5) is hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing described below. The Court preliminarily finds that the Settlement set forth in the Settlement Agreement raises no reasons to doubt its fairness and raises a reasonable basis for presuming that it satisfies the requirements under Rule 4:32 of the New Jersey Court Rules and due process so that notice of the Settlement should be given as provided in this Order. This Order, the Settlement Agreement, the terms and provisions of the Settlement Agreement, and the negotiations connected to the Settlement and Settlement Agreement are not, and shall not be construed as an adjudication, admission, or concession of: (a) the truth of any allegations advanced in this Action; or (b) any fault, wrongdoing, or liability of any kind to Plaintiff or the Settlement Class, which Defendant, New Jersey Manufacturers Insurance Company (“NJM” or “Defendant”), and all Released Persons continue to vigorously deny;

2. At the Fairness Hearing, the Court shall determine, among other matters, whether the Settlement warrants final approval.

II. Certification of the Settlement Class

3. Pursuant to Rule 4:32-1(a), and solely for the purpose of effectuating the Settlement, this Court provisionally certifies a Settlement Class defined as follows:

All Insureds of leased vehicles covered under any New Jersey automobile insurance policy issued by New Jersey Manufacturers Insurance Company (“NJM”) 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”.

“Insureds”, as used in the Settlement Class definition, 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.

4. 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.

5. Solely for purposes of effectuating the proposed Settlement, the Court preliminarily finds that the prerequisites for class action certification under Rule 4:32-1(a) are satisfied as: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; and (d) the interests of all Settlement Class Members are adequately represented by Plaintiff and Class Counsel. Additionally, and solely for the purposes of effectuating the proposed Settlement, the Court preliminarily finds that the requirements for class action certification under Rule 4:32-1(b)(3) are satisfied as: (a) the questions of law and fact common to Settlement Class Members predominate over any individualized issues; and (b) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These preliminary findings shall be vacated if the Settlement is terminated or not approved by the Court.

6. Pursuant to Rule 4:32, and solely for the purposes of effectuating the Settlement, the Court appoints Plaintiff Cotoyya Morgan as the named Class Representative, and appoints Edmund A. Normand of Normand PLLC, Adam Schwartzbaum and Scott Edelsberg of Edelsberg, Law, P.A., and Andrew Shamis of Shamis & Gentile, P.A. as Class Counsel.

III. Notice to the Settlement Class

7. It is apparent from the Settlement Agreement and presentation of counsel that the proposed Settlement Class meets the requirements of New Jersey Court Rule 4:32-1 *et seq.* such that Class Notice should be provided.

8. The Court approves the appointment of Epiq Class Actions & Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator and directs Epiq to perform the functions and duties of the Settlement Administrator set forth in the Settlement Agreement—including providing Notice to the Settlement Class as set forth in the Settlement Agreement (“Notice Plan”)—and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

9. The Court has carefully considered the forms and methods of Notice to the Settlement Class as set forth in the Settlement Agreement. The Court finds the proposed Notice Plan submitted by Plaintiff’s counsel satisfies the requirements under Rule 4:32-2(b)(2) and due process. Namely, the Notice Plan is reasonably calculated to apprise Settlement Class Members of, among other matters, the nature of this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the rights of Settlement Class Members to submit a claim, object to, or opt out of the Settlement, and the process for doing so, and the date, time, and location of the Final Fairness Hearing. *See* Exhibits 2-5 to the Settlement Agreement. The Court therefore approves the Notice Plan and directs the Parties and the Settlement Administrator to proceed with providing Notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

10. The Court hereby approves the Notice Plan and the form, content, and requirements of the Mail Notice (Exhibit 2), the Email Notice (Exhibit 3), the Long-Form Notice (Exhibit 4); and the Blank Claim Form (Exhibit 5) to be provided on the Settlement Website.

11. At least ten (10) days prior to the Fairness Hearing, the Settlement Administrator shall file with the Court proof of timely completion of the Notice Plan, and the Opt-Out List, which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class. The Settlement Administrator must also submit an affidavit attesting to the accuracy of the Opt-Out List.

12. 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. 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.

13. 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.

14. At least three (3) business days before Notice is first disseminated, the Settlement Administrator must establish a website for the settlement using the domain name www.NJAutoLossSettlement.com (the "Settlement Website") and establish an automated call center with a settlement-specific toll-free telephone number. 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.

15. The Settlement Administrator shall maintain the Settlement Website to provide full information about the Settlement.

IV. Requests for Exclusion and Objections

16. Any Settlement Class Member who wishes to request to be excluded from the Settlement must send a written “Request for Exclusion” to the Settlement Administrator at the following address: *McCullough v. NJM* Settlement Administrator, P.O. Box 4209 Portland, OR -4209. 97208-~~####~~ To be valid, the Request for Exclusion must be postmarked no later than thirty (30) days before the Fairness Hearing. The Request for Exclusion must include (a) their full name; (b) current address; (c) a clear statement communicating that they elect to be “excluded” from the Settlement; (d) their signature or the signature of the Legally Authorized Representative of the Settlement Class Member; and (e) the case name and case number (*McCullough v. New Jersey Manufacturers Insurance Company*, Docket No. MER-L-001401-20).

17. Settlement Class Members who timely and properly request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims they may have against Defendant.

18. If a Request for Exclusion is incomplete, non-compliant, and/or not postmarked at least thirty (30) days before the Fairness Hearing, it will be invalid and the Settlement Class Member will be: (a) included as a member of the Settlement Class; (b) bound by the terms and conditions of the Settlement, the Settlement Agreement, the Final Approval Order, and the Final Judgment even if they have previously initiated, or subsequently initiate, individual litigation or any other proceedings against Defendant or any Released Persons; and (c) conclusively deemed to have fully and finally compromised, settled, forever discharged, acquitted, and released all

Released Claims—including, without limitation, any and all Released Claims for sales taxes—against Defendant and the Released Persons.

19. The Settlement Administrator shall promptly log and prepare a list of all Settlement Class Members who timely and properly request 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.

20. Settlement Class Members who wish to object or otherwise be heard with respect to the Settlement, and to appear in person at the Fairness Hearing, must first file a written objection with the Court and the Settlement Administrator at the following address: *McCullough v. NJM* Settlement Administrator, P.O. Box 4209, Portland, OR 97208-4209, by no later than 30 calendar days prior to the Fairness Hearing.

21. Class Members who object must set forth and provide: (a) their full name; (b) current address; (c) a written statement of their objection(s) and the reasons for each objection; (d) identify any documents such objector desires the Court to consider; (e) their signature; (f) the case name and case number (*McCullough v. New Jersey Manufacturers Insurance Company*, Docket No. MER-L-001401-20); (g) 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 attaching documents establishing, or providing information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member; (h) the case name and number of any other case in which they have objected in the last five (5) years; (i) the identity of any current or former lawyer who may be entitled to compensation for any reason related to the objection; (j) a statement of whether the objector or the objector's attorney intends to appear at the Fairness Hearing; and (k)

any additional information required by the Court. Objections must also 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

22. Any Settlement Class Member who does not make their objection in the manner provided above shall be deemed to have waived their right to object to any aspect of the Settlement, the Notice Plans, and Class Counsel's requests for attorneys' fees, reimbursement of expenses, and the Incentive Award to Plaintiff, and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Settlement Agreement, the Notice Plans or the requested attorneys' fees and expenses, or from otherwise being heard concerning the Settlement, the Settlement Agreement, the Notice Plans, or the requested attorneys' fees and expenses in this or any other proceeding.

V. Final Approval Schedule and Fairness Hearing

23. Pursuant to R. 4:32-2(e)(1)(C), a formal, public fairness hearing on whether to grant final, binding approval to the proposed Class Action Settlement shall be held on ~~XXXXXX~~ ^{October 31,} ~~XXXXXX~~ 2025 at the Mercer County Civil Courthouse, 175 South Broad Street, 3rd Floor, Trenton, New Jersey 08650, at 9:30 a.m.

24. 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 to Defense Counsel for review at least 14 days prior to filing. The motion 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 the 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 shall be forever bound by the Court’s Final Order and Judgment and by the provisions of the Settlement 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.

25. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class, except that any postponement, rescheduling, continuation, or transfer shall be posted to the Settlement Website. At, or following, the Final Fairness Hearing, the Court may enter a Final Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.

26. For clarity, the deadlines for the Parties and Settlement Class are as follows:

DEADLINES SUMMARY

Deadline for NJM to provide the updated Class Data Identified in Paragraph 12 to the Settlement Administrator	No later than 20 calendar days after entry of the Preliminary Approval Order
Deadlines for the Settlement Administrator to issue Mail Notice and Email Notice to Settlement Class Members and posting the Long Form Notice and Claim Form on the Settlement website (the “Notice Date”)	2 dates suggested by the Settlement Administrator
Deadline for Plaintiff to file papers in support of final approval and application for attorneys’ fees and expenses	No later than 35 calendar days prior to the Fairness Hearing
Deadline for receipt of exclusion requests or objections	Postmarked no later than 30 calendar days prior to the Fairness Hearing
Deadline for any response to any timely and valid objections and any supplemental brief re: final approval	No later than 10 calendar days prior to the Fairness Hearing
Final Approval Hearing	XXXXXXXXXX October 31, 2025 at 9:30 a.m.
Deadline for submitting Claim Forms	Postmarked or electronically filed no later than 15 calendar days after the Fairness Hearing

27. Upon a showing of good cause, the Court may alter or extend any of the above deadlines without further notice to the Settlement Class.

28. Settlement Class Members that submit timely and valid Claim Forms do not need to appear at the Final Fairness Hearing or take any other action to indicate their approval of the Settlement.

Further Matters

29. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Order and Judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Class, and anyone who acts or purports to act on their behalf, from pursuing or continuing to pursue any and all other proceedings in any state or federal court, or any other proceeding, that seeks to litigate or address Releasing Parties' or any Settlement Class Member's alleged rights or claims relating to, or arising out of, any of the Released Claims.

30. Neither the Settlement, the Settlement Agreement, nor this Order, constitutes an adjudication, admission, concession, or indication by the Parties of the validity of any claims or defenses in the Action or of any liability, fault, or wrongdoing of any kind by Defendant or Released Persons. Defendant and Released Persons vigorously deny all claims and allegations raised in the Action and vigorously deny any and all fault, wrongdoing, and/or liability to Plaintiff, or the Settlement Class.

31. In the event that the Settlement is terminated under the terms of the Settlement Agreement, or if for any reason whatsoever the approval of the Settlement does not become final and no longer subject to appeal, then: (i) the Settlement shall be null and void, including any provisions related to the award of attorneys' fees and costs, shall have no further force and effect with respect to any Party in this Action, and may not be referred to or used as evidence or for any other purpose whatsoever in the Action or any other action or proceeding; (ii) all negotiations,

proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or Party hereto, shall not be deemed or construed to be an admission by any Party of any act, omission, matter, or proposition, and shall not be used in any manner of, or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement that would ordinarily be discoverable but for the attempted settlement; (iii) this Order shall be vacated and of no further force or effect whatsoever, as if it had never been entered; and (iv) any Party may elect to move the Court to implement the provisions of this paragraph.

32. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED.

DATED: August 6, 2025

/s/ R. Brian McLaughlin
BRIAN MCLAUGHLIN, J.S.C.
NEW JERSEY SUPERIOR COURT JUDGE