

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

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

DECLARATION OF EDMUND A. NORMAND

1. My name is Edmund A. Normand. I am over the age of majority, provide this declaration voluntarily, and it is based on personal knowledge.

2. I am a partner in the law firm Normand PLLC and am one of counsel of record representing Plaintiff in the above-styled lawsuit.

3. This is a class action lawsuit on behalf of Geico Indemnity Company (“Geico”) New Jersey insureds who submitted covered first party auto total loss claims with dates of loss during the class period. Doc. 1 ¶¶ 1-6; 27-28. All Settlement

Class Members¹ were insured under form auto insurance policies with identical material terms. *Id.* at ¶ 12.

4. The total amount of benefits that Geico has agreed to make available for the Settlement Class is \$1,892,662.20. Dkt. 78-2 (“Agreement”) ¶ 37(a).

5. The procedural background recounted in the Motion for Preliminary Approval is true and correct.

6. The Agreement was reached pursuant to arms-length negotiations without collusion. The negotiation process was rigorous and highly contested by sophisticated counsel. Further, there are no side agreements not reflected in the Agreement.

7. The Agreement provides for payment of 90% all applicable transfer fees (i.e., title, handling, plate). Agreement at ¶ 37.

8. This was a highly contested lawsuit wherein Plaintiff sought to recover Transfer Fees under an unsettled legal theory with inconsistent authority. The Agreement resolves these issues in favor of the Settlement Class.

¹ Capitalized terms herein shall have the definition provided for them in the Agreement.

9. The proposed Agreement provides that Class Counsel may apply for, and Geico will not oppose, attorneys' fees and costs not to exceed \$520,482.00 (27.5% of the Cash Settlement Benefits). Agreement at ¶ 46.

10. I have reviewed the time entries from Normand PLLC and the other law firms representing Plaintiff and the putative class in this matter, specifically, Dicello Levitt LLP, Dapeer Law, P.A., Edelsberg Law, P.A., and Shamis & Gentile, P.A. The total amount of attorneys' fees expended by class counsel for this case is \$689,082.² There are expected to be an estimated 50-100 additional hours to the end of the claims payment period and the closing down of the website, class administration and return of discovery materials. I have been class counsel in over 40 cases that have resolved on this exact issue of underpayment of ACV in total loss cases. Most cases require significant additional lawyer time in assisting class members with questions about the process and providing help in making a claim.

11. Class counsel devoted substantial time on numerous issues, including (i) pre-suit investigation; (ii) reviewing and analyzing policies and state laws and regulations; (iii) drafting the Complaint; (iv) fully briefing various motions, including Plaintiff's Motion for Class Certification; (v) propounding written discovery, (vi) reviewing troves of production documents, (vii) retaining experts and

² To the extent the Court deems it appropriate to review further detail concerning these billing records, Plaintiffs' counsel will be happy to submit same for the Court's review.

providing expert reports, (viii) reviewing voluminous claims data produced by Defendant in discovery.

12. The total costs expended in the pursuit of litigating this case are \$23,437.23. There are expected to be additional costs incurred including travel to the Final Approval Hearing.

13. Notably, Plaintiff and Class Counsel have expended significant costs—including retaining and paying experts, copying costs, discovery costs, soft costs, and so forth, and have expended hundreds of hours of time, including reviewing thousands of lines of data in the extensive spreadsheet data, reviewing voluminous documents, litigating multiple motions, briefing Plaintiff's Motion for Preliminary Approval, and conducting oral argument. Moreover, this litigation has included numerous complicated issues relating to the merits and preliminary approval of the Settlement Class.

14. There is no conflict of interest between the named Plaintiff and the members of the Settlement Class. To the contrary, their interests are perfectly aligned, as this Court found in granting Preliminary Approval. Dkt. 84 at ¶ 3.

15. Plaintiff has been an active participant throughout this litigation, including by: (a) gathering and providing documents to counsel to be produced to Geico, (b) engaging in the pre-suit investigation process by submitting documents and policies to counsel to review, speaking in person and/or over phone or email to

discuss various questions counsel had, (c) conferring with class counsel throughout the litigation, and (d) seeking to understand what “class actions” are and what it means to be a fiduciary and a class representative. Plaintiff is further committed to representing the Settlement Class and ensuring their interests are protected to the best of her ability. Plaintiff was insured under a Geico policy, and suffered damages due to Geico’s failure to pay Transfer Fees attendant to the replacement of a totaled vehicle.

16. In entering into the Agreement, Plaintiff manifested her belief that the Agreement reached is beneficial to the Settlement Class.

17. Moreover, class counsel is experienced in litigating class actions and complex litigation, including successfully litigating a class action with similar issues. Plaintiff and Class Counsel have adequately protected the interests of the Settlement Class.

18. The average Regulatory Fees for each class member is a relatively small amount when compared to the cost of litigating a breach of contract case against a large insurance company.

19. Plaintiff’s counsel gained sufficient information about the strengths and weaknesses of the Plaintiff’s case to make a reasoned judgment about the desirability of settling the cases on the terms set forth in the Agreement. This included propounding substantial written discovery, reviewing thousands of pages of

production documents, retaining experts and preparing expert reports concerning the entitlement to and computation of class damages, and reviewing voluminous claims data produced by Geico in discovery.

20. Through these efforts, Plaintiff has gained a complete understanding of all issues in this litigation. Also Class Counsel has collectively litigated numerous substantively identical claims in Florida, Indiana, Ohio, California, New Jersey, and Georgia—including six cases in which class certification was granted and five cases that were litigated through summary judgment—and have, through those cases, obtained comprehensive knowledge of common procedures, practices, data systems, and data retention policies, which have significantly assisted us in assessing the pro and cons of the claims and the likelihood of success.

21. I, along with the rest of Class Counsel, believe that securing 90% of the total possible Regulatory Fees damages is an excellent result for the Settlement Class, particularly given the robust Notice and simple claims process agreed to, paid separately by Defendant, and given the inherent risk of no recovery at all.

22. Geico asserted and confirmed it would not settle the cases absent the claims made structure.

23. My opinion and that of Class Counsel is that the claims-made structure of the Settlement is supported by the following: (1) Geico asserted that they would not settle absent a claims-made structure, and Plaintiff secured significantly

advantageous relief, robust notice, an extremely simple claims process, and a narrow release; (2) settling on a non-claims made structure would be difficult, timely, and require significant costs which likely would have meant a lesser recovery for each individual Class Member; (3) the Notice—direct, individualized Notice to every class member (twice for class members for whom Defendant have email addresses)—is extremely robust, while the claims’ submission process (which includes pre-filled information, prepaid postage return forms, an electronic submission option, and requires mere attestation and a PIN) is extremely simple.

24. Because Notice is robust and the claims process is simple, class members will be afforded every opportunity to submit a claim and receive full payment of damages. Absent the robust notice, Class Counsel’s opinion may be different. Absent the extremely simple claims process—signing a pre-filled, postage-prepaid claim form and dropping it in the mail or clicking a button on a website—Class Counsel’s opinion may be different. But here, it is extremely likely that nearly every Class member will actually and physically receive and see the Notice and see that submitting a claim will take a minute or two and absolutely no cost.

25. Attorneys’ fees and costs were negotiated after resolution of the class damages.

26. I have extensive experience successfully litigating class actions, including cases very similar to the present case.

27. I and other Class Counsel have been involved in similar class action settlement structures involving essentially the same claim. As a part of those settlement processes, we have communicated not only with the named Plaintiff in the various cases, but numerous class members both before and after settlement in those cases where settlement was reached. *Every single class member* with whom we interacted affirmed that they believed choosing to settle under this structure, rather than risking continuing litigation and rather than accepting a direct-pay model for significantly less damages per class member (if that option were even available, which, here, it was not), would be the right choice and in their best interests.

28. Between them, counsel for the Plaintiff have extensive and significant experience in class litigation, complex business litigation, appellate litigation, insurance litigation, and hundreds of trials in numerous contexts, as well as experience litigating all over the United States and the State of New Jersey. *See* Dkt. No. 78-2, Ex(s) 2-6.

29. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Further the declarant sayeth naught.

Dated: December 12, 2024

/s/ Ed Normand

Edmund A. Normand, Esq.

Attorney for Plaintiff and Settlement Class