

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

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

AND NOW, this 31st day of October, 2025, upon consideration of Plaintiff, Cotoyya Morgan's ("Plaintiff" or "Ms. Morgan"), unopposed motion to grant final approval to the proposed Class Action Settlement (the "Settlement") memorialized in a Class Action Settlement Agreement (the "Settlement Agreement"),¹ and for related relief, following briefing and a public fairness hearing on October 31, 2025, it is hereby ORDERED that:

1. Solely for purposes of effectuating the proposed Settlement, the Court finds that this action is appropriately treated for settlement purposes as a class action under Rule 4:32-1 and Rule 4:32-2 for the reasons set forth in the Court's Preliminary Approval Order of August 6, 2025. Additionally, and solely for the purposes of effectuating the proposed Settlement, the Court finds the Settlement Class as preliminarily defined in the Court's Preliminary Approval Order of August 6, 2025 is hereby certified for settlement purposes.

The Court therefore determines, for purposes of settlement only, that this action satisfies

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

the prerequisites for class certification set forth in Rule 4:32-1(a) and (b)(3). The Settlement, the Settlement Agreement, the Court's Preliminary Approval Order of August 6, 2025, and this Order 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 NJM and all Released Persons continue to vigorously deny.

2. The Class has been given Notice of the proposed Class Action Settlement consistent with the New Jersey Court Rules and due process, in accordance with the Court's Preliminary Approval Order dated August 6, 2025. Such Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies the requirements of due process. The Notice apprised the members of the Settlement Class of the pendency of the litigation, of all material elements of the proposed Settlement, of the res judicata effect on the members of the Settlement Class, and of their opportunity to opt out of the Settlement, to comment on and object to the Settlement, and to appear at the Fairness Hearing. Full opportunity has been afforded to the members of the Settlement Class to participate in the Fairness Hearing.

3. The class Settlement set forth in the Settlement Agreement was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties, and is supported by the class representative, Cotoyya Morgan, and by the vast majority of the members of the Settlement Class.

4. The Court finds that, solely for purposes of settlement, the Class Settlement as set forth in the Settlement Agreement is fair, reasonable, and adequate to the members of the Settlement Class in light of the complexity, expense, and likely duration of litigation, NJM's defenses to the claims alleged in this action, and the considerable risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court finds that, solely for purposes of settlement, the relief provided under the Settlement Agreement constitutes fair value given in exchange for the releases of the Released Claims against the Released Persons.

6. Plaintiff's motion for final approval of the class Settlement and related relief is GRANTED for settlement purposes only.

IT IS THEREFORE ORDERED THAT:

A. This action is finally certified solely for settlement purposes as a class action on behalf of 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 was 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 was granted by the Court.

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.

B. Solely for the purposes of Settlement, the Court grants final approval to the proposed class action Settlement as set forth in the Settlement Agreement, as agreed to by all parties and counsel and approved by the Court.

C. Pursuant to the Settlement, Plaintiff's Complaint and all amended pleadings are hereby DISMISSED WITH PREJUDICE. Any and all claims of Plaintiff and Settlement Class Members against NJM and Released Persons which arise out of, relate to, and/or pertain to the

claims, allegations, and/or purported facts pleaded in the Complaint and all amended pleadings are hereby DISMISSED WITH PREJUDICE. Upon the Effective Date set forth in the Settlement Agreement, Plaintiffs, Releasing Persons, and all Settlement Class Members, 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, shall be forever bound by this Order and conclusively deemed to have fully released, acquitted, and forever discharged NJM and all Released Persons from all Released Claims—including, without limitation, any and all Released Claims for sales taxes—specified in the Settlement Agreement.

D. Attached as Exhibit A is a list of any and all persons who timely and properly requested to be—and hereby are—excluded from the Settlement Class. Those individuals listed in Exhibit A shall not be entitled to any monetary benefits of the Settlement Agreement and are not bound by this Order. All members of the Settlement Class, except those individuals listed on Exhibit A, are bound by the Settlement Agreement, this Order, and by the final judgment entered pursuant to this Order.

E. Class counsel's Petition for Fees and Costs is GRANTED. The Court finds that, solely for the purposes of settlement, the requested award of \$2,000,000.00 for attorneys' fees and \$21,000.00 for costs is reasonable, appropriate, and well within the typical range of attorneys' fees awarded in a class action. Accordingly, the award of attorneys' fees and costs to Class counsel in the amount of \$2,021,000.00 is approved solely for the purposes of settlement and is to be paid in accordance with the terms of the Settlement Agreement.

F. The request for a service award of \$5,000.00 to the named Plaintiff, Cotoyya Morgan, is approved solely for the purposes of settlement and is to be paid in accordance with the

terms of the Settlement Agreement.

G. Without affecting the finality of this Final Approval Order in any way, the Court retains jurisdiction over (1) implementation and enforcement of the Settlement Agreement until the parties have performed the required actions thereunder; (2) any other action necessary to conclude this Settlement or to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Agreement.

H. The Settlement Agreement, the Court's Preliminary Approval Order of August 6, 2025, and this Order shall not be construed as, offered as, received as, used as, or deemed to be evidence of any kind in this action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce the Settlement Agreement or the rights of the Parties under the Settlement Agreement. Neither the Court's Preliminary Approval Order of August 6, 2025, this Order, the Settlement, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as, offered as, received as, used as, or deemed to be evidence or an adjudication, admission, or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, NJM and the Released Persons, or as a waiver by NJM or the Released Persons of any applicable privileges, claims, or defenses. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in a proceeding to consummate or enforce the Settlement or this Order, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

IT IS SO ORDERED.

Dated: October 31, 2025

/s/R. Brian McLaughlin

BRIAN McLAUGHLIN, J.S.C.

On this date pursuant to R. 1:6-2 the Court's statement of reasons have been set forth on the record.

EXHIBIT A

**McCullough, et al. v. New Jersey Manufacturers Ins. Co.
Class Action Settlement**

Timely Requests for Exclusion

Opt Out No.	Name
1	PHYLLIS SZANI