

THE NEW JERSEY SUPERIOR COURT FOR THE COUNTY OF MIDDLESEX

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

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

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

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

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

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

Keep Reading

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

BASIC INFORMATION

1. Why did I get this Notice?

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

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

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

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

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

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

3. What is this lawsuit about?

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

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

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

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

5. What does the Settlement provide?

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

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

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

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

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

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

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

6. How can I get payment from the Settlement?

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

7. How can I submit a Claim Form?

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

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

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

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

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

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

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

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

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

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

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

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **March 18, 2026**, as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive a Settlement Class Payment or any other benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Defendants separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

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

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

Your request for exclusion must contain the following:

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

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class Member as a legal representative (such as an estate, trust, or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF MARCH 18, 2026, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk of the Court Contact Information

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

Class Counsel Contact Information

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

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

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

Defense Counsel Contact Information

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

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

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

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

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

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

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

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

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

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

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

17. How do I get more information?

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

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

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

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

Dated: February 13, 2026

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

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