

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

OMAR JONES and SHANNON
WHITEHEAD, individually and on behalf of
all others similarly situated,

CASE NO.: D01CI200009724

Plaintiffs,

v.

USAA GENERAL INDEMNITY
COMPANY, GARRISON PROPERTY
AND CASUALTY INSURANCE
COMPANY, UNITED SERVICES
AUTOMOBILE ASSOCIATION, and
USAA CASUALTY INSURANCE
COMPANY,

Defendants.

AMENDED CLASS ACTION COMPLAINT

Plaintiffs, Omar Jones and Shannon Whitehead, individually and on behalf of all others similarly situated, file this Amended Class Action Complaint against USAA General Indemnity Company (“GIC”), Garrison Property and Casualty Insurance Company (“Garrison”), United Services Automobile Association (“USAA”), and USAA Casualty Insurance Company (“USAA Casualty”) (collectively the “USAA Entities” or “Defendants”), and allege:

NATURE OF THE ACTION

1. This is a class action lawsuit by Plaintiffs who were the named insureds under a USAA Entity automobile policy for private passenger auto physical damage, including collision or physical damage other than collision, which requires payment of “Actual Cash Value” or “ACV” in the case of a total loss of the insured vehicle. Plaintiffs bring claims for breach of contract and bad faith.

2. Defendants are among the leading providers of insurance to members of the United States military, veterans, and their families. The insurance companies serve some 12 million member customers, primarily military personnel, military retirees, and their families. Their products and services include property/casualty and life insurance, banking, discount brokerage, investment management, and real estate development.

3. Upon information and belief, Defendants systematically underpaid not just Plaintiffs but tens of thousands of other putative class members for total loss vehicles insured with physical damage coverage, including collision or physical damage other than collision coverage, by failing to pay the full ACV of the insured total loss vehicles.

4. Defendants offer additional coverage called Car Replacement Assistance (“CRA”). Under CRA coverage, an insured can pay additional premiums in exchange for Defendants’ promise to, in the event of a total-loss, include an additional 20% of the vehicle’s ACV in making payment for the total-loss. Defendants breached such promise by failing to include sales tax in calculating the 20% CRA amount and thus failing to pay 20% of Sales Tax in making payment for the CRA coverage (“CRA Sales Tax”). Defendants’ standard method of calculating sales tax for CRA total-loss settlements shortchanges its insureds who pay valuable premiums for additional coverage, thereby turning its CRA coverage into a profit center at the expense of its insureds.

5. This lawsuit is brought by Plaintiffs on behalf of themselves and on behalf of all other similarly situated insureds who suffered damages due to Defendants’ practice of refusing to pay full ACV payments or full total loss payment (“FTLP”) to first-party total loss insureds on physical damage coverage, including collision or physical damage other than collision coverage. Specifically, as a matter of policy, Defendants fail to include Sales Tax, mandatory additional fees

incurred to title and register (“Vehicle Regulatory Fees”), and CRA Sales Tax in its calculation of ACV when paying FTLP to its insureds.

6. Defendants’ failure to pay FTLP to first-party total losses owed to their insureds and to condition payments on actions not required by the policy itself, such as purchase of a new vehicle, is a breach of the policy agreement and a clear breach of contract.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to Neb. Rev. Stat. § 24-302.

8. This Court has personal jurisdiction over Defendants because Defendants at all times material hereto were licensed to transact in insurance in the State of Nebraska, have offices in the State of Nebraska, write millions of dollars in premiums in the State of Nebraska, and engage in substantial business activities in the State of Nebraska.

9. Venue is proper in this Court because a substantial part of the events or omissions giving rise to the claim occurred in this district and Defendants conduct customary and extensive business in this District and are subject to personal jurisdiction in this District.

THE PARTIES

10. At all times material hereto, Plaintiff Omar Jones is and was a citizen of the State of Nebraska and domiciled in Sarpy County.

11. At all times material hereto, Plaintiff Shannon Whitehead is and was a citizen of the State of Nebraska and domiciled in Burt County.

12. At all times material hereto, Defendant GIC was, and is, a wholly-owned subsidiary of Defendant USAA and is a Texas corporation licensed to do business in the State of Nebraska, whose headquarters and principal place of business is located in San Antonio, Texas.

13. At all times material hereto, Defendant Garrison is a wholly-owned subsidiary of Defendant CIC and is a Texas corporation licensed to do business in the State of Nebraska , whose headquarters and principal place of business is located in San Antonio, Texas.

14. At all times material hereto, Defendant USAA was, and is, a Texas reciprocal interinsurance exchange licensed to do business in the State of Nebraska , whose headquarters and principal place of business is located in San Antonio, Texas.

15. At all times material hereto, Defendant USAA Casualty was, and is, is a wholly-owned subsidiary of Defendant USAA and is a Texas corporation licensed to do business in the State of Nebraska, whose headquarters and principal place of business is located in San Antonio, Texas.

USAA POLICY

16. The Form Policy issued by Defendants to Plaintiffs and all putative class members are virtually identical in all material respects. Affixed hereto is the Policy Form issued to Mr. Jones (the “Policy”). The terms therein are applicable and identical to the terms applicable to Mr. Jones, Ms. Whitehead, and all putative class members. *See Exhibit A.*

17. Defendants’ standardized automobile insurance policy includes language as to physical damage coverage, including collision or physical damage other than collision coverage, for ACV of total loss vehicles.

18. The Policy language applies to all covered autos irrespective of ownership interests – whether owned, financed or leased.

19. Under the Insurance Policy and applicable state law, an insured is entitled to ACV for a total loss of a covered vehicle. Further, under the Insurance Policy and applicable state law, ACV includes an obligation to pay Sales Tax, Vehicle Regulatory Fees, and CRA Sales Tax for

total loss vehicle collision or physical damage other than collision coverage (full total loss payment or FTLP). Specifically, the Policy defines “Actual Cash Value” for physical damage coverage as “the amount it would cost, at the time of loss, to buy a comparable vehicle of the same make, model, model year, body type, and options with substantially similar mileage and physical condition.” *See* Exhibit A at 14. The policy definition of ACV does not exclude: (1) sales taxes; (2) Vehicle Regulatory Fees; (3) or CRA Sales Tax from ACV. Rather, the only limitation on ACV is that it be the amount to buy a comparable vehicle at the time of the loss.¹

20. The policy definition also does not condition payments on actions not required by the policy itself. For example, the policy delineates that ACV is the “amount it would cost” to purchase a new vehicle and does not state that such payments are conditioned on the purchase of a new vehicle. *Id.* at 14.

21. Unquestionably, however, the “amount it would cost to buy a comparable vehicle” includes sales tax. Nebraska collects state and local sales tax rate on the purchase of all vehicles. In addition to taxes, car purchases in Nebraska may be subject to other fees like registration, title, and plate fees (Regulatory fees). By promising to pay “the amount it would cost to buy a comparable vehicle,” then Defendants are promising to pay sales tax calculated as 5.5% of the underlying value of a comparable vehicle and minimum fees.

22. In addition to the state sales tax Nebraska permits Local Sales and Use Tax Rates: https://revenue.nebraska.gov/sites/revenue.nebraska.gov/files/doc/business/rates_07-1-2021.pdf (last checked March 22, 2022.) The list of local taxes is easily accessible at this Nebraska

¹ The Policy further provides that the only limitation of liability “for total losses” is the “actual cash value of your covered auto.” *Id.* at 16.

government website which lists all such taxes for each city and county since January 2017. The local taxes are added to the state sales tax rate for each vehicle sold.

23. The state sales tax rate is 5.5%. (NEB. REV. STAT. Section 77-2701.02.)

24. Cities have an option to levy up to a 1.5% sales tax on retail sales within the city. The base, or transactions taxed, is identical. (NEB. REV. STAT. Section 77-27,142 through 77-27,148.)

25. Counties may also levy a local sales tax of up to 1.5% in areas outside any city with a local sales tax for purposes of funding joint public safety services together with cities and/or fire districts.

26. Replacement cost includes both mandatory additional fees incurred to title and register (“Vehicle Regulatory Fees”) a vehicle because both such charges are mandatory fees necessary to replace a vehicle legally operational on the roads with another legally operational vehicle. Lay dictionaries define “replacement cost” as “the current cost of a replacement for a particular item, especially as opposed to its original cost” or “the current cost of replacing a fixed asset with a new one of equal effectiveness.” “Replacement Cost,” Oxford English Dictionary Online (last visited July 7, 2021); “Replacement Cost,” Merriam-Webster’s Unabridged Dictionary (online ed.) (last visited July 7, 2021). Black’s defines the replacement cost as “[t]he cost of a substitute asset that is equivalent to an asset currently held . . . [t]he new asset has the same utility but may or may not be identical to the one replaced.” “Replacement Cost,” Black’s Law Dictionary (11th ed. 2019). All of these definitions could reasonably be read to include the costs of Vehicle Regulatory Fees imposed when replacing a total-loss vehicle with one “of equal effectiveness” or “equivalent to” the total loss vehicle. A substitute asset would not be equally

effective or equivalent to the original item if it could not be used in the same way, i.e., registered and able to be legally driven, if the Vehicle Regulatory Fees were not paid for the substitute asset.

27. The cost to buy a comparable vehicle also includes Vehicle Regulatory Fees including Title Fees. Nebraska imposes a \$10.00 titling fee.

28. The cost to buy a comparable vehicle also includes Vehicle Regulatory Fees including Registration fees. All vehicles must be registered to legally be driven in Nebraska. The Registration Fees are assessed as follows:

- a. \$15.00 - Registration fee for passenger and leased vehicles. §60-3,143;
- b. Registration fee for commercial truck and truck tractors is based upon the gross vehicle weight of the vehicle. §60-3,147;
- c. Registration fee for farm plated truck and truck tractors is based upon the gross vehicle weight of the vehicle. §60-3,146;
- d. Registration fees are distributed to the Highway Trust Fund. §60-3,141;
- e. Additional fees collected (and their distribution) for every motor vehicle registration issued are:
 - i. .50 - Emergency Medical System Operation Fund - this fee is collected for Health and Human Services. §60-3,156;
 - ii. \$2.00 - Department of Motor Vehicles Cash Fund - this fee stays with DMV. §60-3,156;
 - iii. \$1.50 - State Recreation Road Fund - this fee is collected for the Department of Roads. §60-3,156;
 - iv. \$1.50 - County General Fund - this fee stays with the county official (fee is \$4.50 if non-resident). §60-3,141;

- v. \$3.30 - Plate Fee per plate assessed whenever new, duplicate or replacement plates are issued (remitted to the Highway Trust Fund). §60-3,102;

29. As demonstrated by Plaintiffs' experiences, Defendants do not include Sales Tax, Vehicle Regulatory Fees, or CRA Sales Tax when determining and paying the ACV to insureds. Rather, contrary to its obligations to pay insureds the full amount of the total loss of an insured's vehicle, Defendants deduct Sales Tax from the ACV settlement amount and do not include Vehicle Regulatory Fees or CRA Sales Tax.

PLAINTIFF OMAR JONES' CLAIM

30. On or about December 15, 2015, Plaintiff Jones' GIC Insured Vehicle, a 2007 Chrysler Aspen 4D, was destroyed in a collision. In other words, Plaintiff Jones' car was a "total loss" under the Insurance Policy, entitling him to a payment of the ACV of his Insured Vehicle. Plaintiff Jones filed a claim total loss of the Insured Vehicle with Defendant GIC (claim reference number 021258708000000003001).

31. Following the filing of said claim, Defendant GIC determined that the vehicle was a total loss with an ACV of \$12,214.06, including sales tax. Exh. B (Jones Valuation Report).

32. The ACV was calculated by an independent vehicle valuation company ("CCC One"), which bases vehicles valuations on the cost to purchase similar vehicles with similar conditions and mileage.

33. GIC calculated that the sales tax at a rate of 7% on the adjusted vehicle value. However, GIC *removed/omitted* sales tax when actually making payment. Instead, GIC paid only underlying value of \$11,415.00 and title and registration fees of \$25.00. By failing to include Sales Tax in making payment for ACV, GIC breached its contract with Plaintiff Jones.

34. Similarly, Defendant GIC breached its Insurance Policy with Plaintiff Jones by excluding Vehicle Regulatory Fees when calculating and paying Plaintiff Jones the ACV of his total loss.

35. Defendant GIC's Insurance Policy expressly states that it will pay the cost to buy a comparable vehicle for a total loss. The cost to buy a comparable vehicle includes Sales Taxes, and Vehicle Regulatory Fees. The Policy does not state that these Sales Taxes and Vehicle Regulatory Fees will be paid only if Plaintiff Jones meets certain conditions after the vehicle is determined a total loss.

36. By not including amounts for Sales Tax and Vehicle Regulatory Fees in its calculation of ACV paid to insureds, as well as by, on information and belief, conditioning future payment of these amounts on actions not required by the Insurance Policy, Defendant GIC limits the amount it is required to pay insureds, including Plaintiff Jones, in breach of Defendant GIC's Insurance Policy.

37. Plaintiff Jones and all members of the putative class paid all premiums owed and otherwise satisfied all conditions precedent, or such conditions precedent were waived or excused.

PLAINTIFF SHANNON WHITEHEAD'S CLAIM

38. On or about October 2, 2020, Plaintiff Whitehead's Garrison Insured Vehicle, a 1986 Ford F-250, was destroyed in a collision. In other words, Plaintiff Whitehead's car was a "total loss" under the Insurance Policy, entitling her to a payment of the ACV of her Insured Vehicle. Plaintiff Whitehead filed a claim total loss of the Insured Vehicle with Defendant Garrison (claim reference number 025327079000000001001).

39. Following the filing of said claim, Defendant Garrison determined that the vehicle was a total loss with an ACV of \$3,871.15, including sales tax. Exh. C (Whitehead Valuation Report).

40. The ACV was calculated by an independent vehicle valuation company (“CCC One”), which bases vehicles valuations on the cost to purchase similar vehicles with similar conditions and mileage.

41. Garrison calculated that the sales tax at a rate of 7.5% on the adjusted vehicle value. However, Garrison *removed/omitted* sales tax when actually making payment. Instead, Garrison paid only underlying value of \$3,678.40.² By failing to include Sales Tax in making payment for ACV, Garrison breached its contract with Plaintiff Whitehead.

42. Similarly, Defendant Garrison breached its Insurance Policy with Plaintiff Whitehead by excluding Vehicle Regulatory Fees when calculating and paying Plaintiff Whitehead the ACV of her total loss.

43. Defendant Garrison’s Insurance Policy expressly states that it will pay the cost to buy a comparable vehicle for a total loss. The cost to buy a comparable vehicle includes Sales Taxes and Vehicle Regulatory Fees. The Policy does not state that these Sales Taxes and Vehicle Regulatory Fees will be paid only if Plaintiff Whitehead meets certain conditions after the vehicle is determined a total loss.

44. By not including amounts for Sales Tax and Vehicle Regulatory Fees in its calculation of ACV paid to insureds, as well as by, on information and belief, conditioning future payment of these amounts on actions not required by the Insurance Policy, Defendant Garrison

² This total was the sum of the vehicle’s ACV (\$3,602) + CRA (\$720.40) – the vehicle’s salvage value (\$354) and Collision Deductible (\$300) ($\$3,602 + 720.40 - \$354 - \$300 = \$3,678.40$). Plaintiff Whitehead chose to keep ownership of the total loss vehicle.

limits the amount it is required to pay insureds, including Plaintiff Whitehead, in breach of Defendant Garrison's Insurance Policy.

45. Plaintiff Whitehead and all members of the putative class paid all premiums owed and otherwise satisfied all conditions precedent, or such conditions precedent were waived or excused.

CRA COVERAGE

46. Plaintiffs also paid additional premiums for CRA coverage under the Policy. As explained above, CRA is an additional coverage Defendants offer for additional premiums, which, if purchased by the insured, provides 20% of ACV on top of the ACV payment. In other words, rather than promising to pay the vehicle's ACV, Defendants promise to pay $ACV + (ACV * .2)$.

47. As for Plaintiff Jones' claim, however, GIC paid only \$2,283.00 in CRA coverage, Exh. D (Jones Total Loss Settlement Letter), which is 20% of \$11,415.00, i.e. the underlying value of the vehicle. As set forth above, however, because the "amount it would cost to buy a comparable vehicle" includes sales tax, 20% of ACV includes 20% of the Sales Tax amount. In Plaintiff Jones' case, Sales Tax was \$799.06, meaning that the CRA coverage should have included 20% thereof, which would be \$159.81. By arbitrarily excluding sales tax from the "amount it would cost to buy a comparable vehicle," GIC not only underpays the ACV of the vehicle, but also underpays the CRA amount owed by 20% of the sales tax amount.

48. As for Plaintiff Whitehead's claim, however, Garrison paid only \$720.40 in CRA coverage, Exh. E (Whitehead Total Loss Settlement Letter), which is 20% of the \$3,602, i.e. the underlying value of the vehicle. As set forth above, however, because the "amount it would cost to buy a comparable vehicle" includes sales tax, 20% of ACV includes 20% of the Sales Tax

amount. In Plaintiff Whitehead's case, Sales Tax was \$180.10, meaning that the CRA coverage should have included 20% thereof, which would be \$36.02. By arbitrarily excluding sales tax from the "amount it would cost to buy a comparable vehicle," Garrison not only underpays the ACV of the vehicle, but also underpays the CRA amount owed by 20% of the sales tax amount.

49. By failing to include Sales Tax in making payment on the total-loss claims, Defendants breached their contract with Plaintiffs and each member of the Class.

50. By failing to include Sales Tax when calculating the CRA amount of 20% of ACV, Defendants further breached their contract with Plaintiffs and each member of the Class.

51. Plaintiffs and the members of the Class do not contest Defendants' determination of the loss amount, nor that such amount constituted a total-loss. Nor do they challenge Defendants' invocation of the ACV limitation on liability. Instead, the claims address the legal question of policy interpretation, namely, whether the "amount it would cost to buy a comparable vehicle" includes sales tax.

52. Plaintiffs paid all premiums owed and otherwise satisfied all conditions precedent such that their insurance policy was in effect and operational at the time of the accident.

CLASS ALLEGATIONS

53. Pursuant to Neb. Rev. Stat. § 25-319, Plaintiffs bring this action as representative of the Class defined as follows:

All individuals and entities insured by the USAA Entities under a Nebraska automobile insurance policy whose insurance covered or covers an owned or leased vehicle under private-passenger physical damage coverage, including collision and physical damage other than collision coverage, and who made a first-party claim during the Applicable Class Period, whose vehicle was determined by the USAA Entities to be a total loss, and who received a total loss payment from the USAA Entities for the value of the totaled vehicle, but who did not receive (1) Sales Tax; and/or (2) CRA Sales

Tax for those who possessed CRA Coverage on the date their vehicle was declared a total loss; and/or (3) applicable Vehicle Regulatory Fees.

54. Both the Policy, including comprehensive and collision coverage, the limits of liability section, and the definition of ACV, and the CRA Clause are materially identical as to Plaintiffs and all members of the Class, and apply equally to Plaintiffs and all members of the respective Class.

55. There are numerous parties such that it would be impracticable to bring all the parties before the court. For example, upon information and belief and based on the premiums written in this state by Defendants and Defendants' loss ratio (percentage of premiums collected paid on claims), Plaintiffs estimate there are thousands of members of the class.

56. Additionally, there exists a question of common interest as to members of the Class – namely, whether ACV includes sales tax where ACV is defined as the “amount it would cost to buy a comparable vehicle”.

57. This case is ideally suitable for class treatment because the common question (a) is a legal question of policy interpretation resolvable as a matter of law by this Court and (b) this Court's determination will resolve virtually the entirety of each member of the Class' claims in one stroke. If this Court determines that ACV includes sales tax, then every member of the Class is entitled to payment of Sales Tax (less amount, if any, previously paid) and every member of the Class is entitled to an additional 20% of the Sales Tax amount.

58. Calculation of such damages will be a ministerial effort based on data and records in Defendants' possession and kept as a normal, business practice.

59. Moreover, it would be a significant waste of judicial and party resources to file thousands of individual lawsuits merely to resolve the exact same question of policy interpretation,

and to do so would unnecessarily create the risk of inconsistent adjudications and conflict within and between the courts. It is far more efficient – and far more preferable – to resolve the centrally dispositive question of policy interpretation for thousands of Class Members in a single stroke.

60. Importantly, Plaintiffs and the undersigned have no conflicts adverse to those of the Class, and there are no other issues or facts that preclude class treatment or render it less than ideal for any reason.

COUNT I: BREACH OF CONTRACT FOR SALES TAX
(brought on behalf of Class)

61. Paragraphs 1 through 60 are hereby incorporated by reference.

62. This count is brought by Plaintiffs individually and on behalf of the Class Members.

63. Plaintiffs were parties to an insurance contract with Defendants as set forth herein.

All Class Members were parties to an insurance contract with Defendants containing materially-identical terms. Plaintiffs and members of the Class satisfied all conditions precedent.

64. Plaintiffs and all Class Members made a claim determined by Defendants to be a first-party total-loss under the insurance policy, and determined by Defendants to be a covered claim.

65. Upon the total loss of insured vehicles, Plaintiffs and every Class Member were owed the ACV of the vehicle, including Sales Tax, Vehicle Regulatory Fees and CRA Sales Tax. Nevertheless, Defendants failed to include Sales Tax, Vehicle Regulatory Fees and CRA Sales Tax in making the total-loss claim payments.

66. By failing to include Sales Tax, Vehicle Regulatory Fees and CRA Sales Tax in the total-loss claim payments, Defendants breached their contracts with Plaintiffs and with each respective Class Member.

67. As a result, Plaintiffs and all Class Members were damaged, and are entitled to damages in the amount of the Sales Tax, Vehicle Regulatory Fees and CRA Sales Tax, less any amounts already paid (if any), along with prejudgment interest, postjudgment interest, costs, and attorneys' fees allowable by law, including Neb. Rev. Stat. § 44-359.

COUNT II: FIRST PARTY BAD FAITH BY GARRISON
(brought on behalf of the Class)

68. Paragraphs 1 through 60 are hereby incorporated by reference.

69. Nebraska recognizes a claim for First Party Bad Faith.

70. To show a claim for bad faith, a plaintiff must show the absence of a reasonable basis for denying benefits of the policy and defendant's knowledge or reckless disregard of the lack of a reasonable basis for denying the claim. *Dolan v. Aid Ins. Co.*, 431 N.W.2d 790, 794 (Nebraska 1988).

71. Defendant had no reasonable basis to fail to include ACV Sales Tax and Regulatory Fees in making the total-loss claim payments because sales tax and title and license fees and other fees incident to transfer of evidence of ownership of a comparable automobile are clearly part of "the amount it would cost...to buy a comparable vehicle."

72. Defendant knew it had no reasonable basis for withholding ACV Sales Tax and Regulatory Fees in making the total-loss claim payments because sales tax and other fees incident to transfer of evidence of ownership of a comparable automobile are specifically itemized in Nebraska Admin. Code r. 191-15.43: "The insurer may elect a cash settlement based upon the actual cost, less any deductible provided in the policy, to purchase a comparable automobile including all applicable taxes, license fees and other fees incident to transfer of evidence of ownership of a comparable automobile."

73. By virtue of the failure to pay ACV Sales Tax and Regulatory Fees in total loss claims for the ACV and CRA classes USAA Committed and performed the following acts with such frequency as to indicate a general business practice:

- a. Misrepresenting pertinent facts or insurance policy provisions failing to disclose that it owes insureds ACV Sales Tax and Regulatory Fees in total loss claims under the policy and pursuant to Nebraska Admin. Code r. 191-15.43.
- b. Refusing to pay ACV Sales Tax and Regulatory fees in total loss claims without conducting a reasonable investigation based upon all available information when such reasonable investigation would show that ACV Sales Tax and Regulatory Fees are part of “the amount it would cost...to buy a comparable vehicle” under the policy and are required to be paid under Nebraska Admin. Code r. 191-15.43.
- c. Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear, as ACV Sales Tax and Regulatory Fees are clearly part of the policy requirement to pay “the amount it would cost...to buy a comparable vehicle” in total loss claims are are clearly required under Nebraska Admin. Code r. 191-15.43.
- d. Compelling insureds to institute litigation to recover amounts due under an insurance policy for ACV Sales Tax and Regulatory Fees.

74. Plaintiff and the ACV and CRA Class Members were damaged by such breach, and are entitled to damages for first party bad faith including punitive damages along with prejudgment interest, post-judgment interest, costs, and attorneys’ fees allowable by law.

RELIEF REQUESTED

WHEREFORE, Plaintiffs individually and on behalf of the Class Members, demand a trial by jury on all triable issues and seek relief and judgment as follows:

- For an Order certifying this action as a Class Action on behalf of the Class described above;
- For an award of compensatory damages for the Class in amounts owed under the Policies;
- For all other damages according to proof;
- For an award of attorney's fees and expenses as appropriate pursuant to applicable law:
- For costs of suit incurred herein;
- For pre and post judgment interests on any amounts awarded;
- For injunctive and other further forms of relief as this Court deems just and proper.

Dated: December 22, 2022

Respectfully submitted,

**LEVY CRAIG LAW FIRM
A PROFESSIONAL CORPORATION**

By:
Shane C. Mecham NE #26529
smecham@levycraig.com
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
(816) 474-8181
Fax: 816/382-6606

NORMAND PLLC
Amy Judkins, Esq. (*admitted pro hac vice*)
Florida Bar No. 865590
amy.judkins@ednormandpllc.com

3165 McCrory Place, Suite 175
Orlando, FL 32803
Telephone: 407-603-6031

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of December 2022, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Shane C. Mecham
Shane C. Mecham
NE #26529

Certificate of Service

I hereby certify that on Thursday, December 22, 2022 I provided a true and correct copy of the Amended Complaint to the following:

USAA General Indemnity Company represented by Brooke McCarthy (Bar Number: 25077)
service method: Electronic Service to brooke.mccarthy@kutakrock.com

Signature: /s/ MECHAM, SHANE C (Bar Number: 26529)