

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

BRIANA SIEGAL, individually and on behalf of  
all others similarly situated,

Case No. 1:20-cv-04306

Plaintiff,

v.

GEICO CASUALTY COMPANY,  
GEICO INDEMNITY COMPANY, and  
GEICO GENERAL INSURANCE COMPANY,

**JURY TRIAL DEMANDED**

Defendants.

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**FIRST AMENDED CLASS ACTION COMPLAINT**

Plaintiff Briana Siegal (“Plaintiff”), by and through her attorneys and on behalf of herself and all others similarly situated, hereby submits this First Amended Class Action Complaint against Defendants GEICO Casualty Company, GEICO indemnity Company, and GEICO General Insurance Company (“GEICO” or “Defendants”), and alleges as follows:

**PRELIMINARY STATEMENT**

1. This case is filed to end GEICO’s practice of unfairly profiting from the global COVID-19 pandemic. As of the date of this filing, the United States has confirmed well over 6 million coronavirus cases, and over 200,000 deaths. The State of Illinois alone has over 250,000 confirmed cases and more than 8,500 deaths. The numbers continue to rise.

2. Beginning in March 2020, states across the country, including Illinois, began to enforce strict social distancing measures to slow the spread of COVID-19. This included closing schools and businesses and instituting strict “stay-at-home” orders that prevented most individuals from leaving their homes for extended periods of time.

3. While many companies, industries, and individuals have suffered as a result of the COVID-19 pandemic, auto insurers like GEICO have scored a windfall. Not surprisingly, as a result of state-wide social distancing and stay-at-home measures, there has been a dramatic reduction in driving, and an attendant reduction in driving-related accidents. As a result of this decrease in driving and accidents, the premiums charged by auto insurance companies during the COVID-19 pandemic, including GEICO, are unconscionably excessive. One published report calculates, very conservatively, that at least a 30% average refund of paid premiums would be required to make up for the excess amounts paid by consumers for just the period between mid-March and the end of April.

4. Despite full knowledge of these facts, GEICO has continued to charge and collect excessive premiums, and has failed to issue adequate refunds. The company's "GEICO Giveback" program is woefully inadequate to compensate for the excessive premiums that customers have paid as a result of COVID-19. The program applies a 15% discount on new and renewal auto insurance policies only. It does not apply to the premiums that the customer has already paid or will continue to pay on policies already existing at the start of the COVID-19 pandemic. And even with respect to new and renewal policies, the 15% credit falls well short of what has been conservatively estimated as an adequate return of premiums.

5. To remedy Defendants' unlawful conduct, Plaintiff brings this class action alleging violations of Illinois state law. Plaintiff seeks disgorgement of the ill-gotten gains obtained by GEICO to the detriment of its customers, all available damages, punitive damages, declaratory and injunctive relief, and all other available relief.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction under 28 U.S.C. § 1332(d) because this is a class action in which the amount in controversy is over \$5,000,000 exclusive of interest and costs, and at least one member of the class is a citizen of a State different from Defendants.

7. Venue is proper in the United States District Court for the Northern District of Illinois under 28 U.S.C. § 1391 because Defendants reside in this district, and because a substantial part of the events or omissions giving rise to the claims occurred in this district.

### **PARTIES**

8. Defendants GEICO Casualty Company, GEICO Indemnity Company, and GEICO General Insurance Company are Maryland corporations with their principal place of business in Chevy Chase, Maryland. Defendants sell personal automobile insurance in states around the country, including Illinois. GEICO issued personal auto, motorcycle, and/or RV insurance policies to Plaintiff and the members of the putative class during the relevant time period.

9. Plaintiff is an adult resident of Chicago, Illinois. Plaintiff has held two personal auto insurance policies purchased from GEICO during the time period relevant to this lawsuit. As described in more detail herein, as a result of the global COVID-19 pandemic and corresponding drop in automobile use and traffic, the premiums paid by Plaintiff for these policies were unconscionably excessive. Despite this, GEICO failed to issue full refunds.

### **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

#### **A. The Global COVID-19 Pandemic and State-Mandated Social Distancing Measures**

10. In late December 2019, a cluster of cases of pneumonia was reported in Wuhan, China. A novel coronavirus was identified, which became known as SARS-CoV-2. The virus

causes a disease called COVID-19. By mid-January, cases of COVID-19 were confirmed in the United States, and the virus quickly spread.

11. By mid-March, there were thousands of confirmed cases of COVID-19 across the United States and well over 100 in the State of Illinois alone.

12. Like many states around the country, Illinois responded to the worsening COVID-19 crisis with a series of measures designed to increase, and often mandate, social distancing in order to slow the spread of the virus.

13. On March 9, 2020, Governor J. B. Pritzker issued a disaster proclamation, declaring all counties in the State of Illinois a disaster area. Thereafter, the state rolled out a variety of social distancing measures that included, for example, the closing of schools, bars, restaurants, and casinos, and cancellation of all gatherings of 50 or more people.

14. On March 21, Governor Pritzker instituted a statewide stay-at-home order. With some exceptions, the order mandated that all individuals living within the State of Illinois were to stay at home or at their place of residence and were allowed to leave only for essential activities or other specified reasons.<sup>1</sup> The order mandated that: “[a]ll travel, including, but not limited to, travel by automobile, motorcycle, scooter, bicycle, train, plane, or public transit, except Essential Travel and Essential Activities as defined herein, is prohibited.”<sup>2</sup>

15. The stay-at-home order was scheduled to remain in place until April 7, 2020. However, due to the increasing severity of the COVID-19 crisis, Governor Pritzker extended the order until April 30, 2020, and again to May 29, 2020. Just as in the original stay-at-home order,

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<sup>1</sup> See COVID-19 Executive Order No. 8 § 1(1) (Mar. 20, 2020), <https://www2.illinois.gov/Pages/Executive-Orders/ExecutiveOrder2020-10.aspx>.

<sup>2</sup> *Id.* § 1(4).

the Governor ordered that “[a]ll travel, including, but not limited to, travel by automobile, motorcycle, scooter, bicycle, train, plane, or public transit, except Essential Travel and Essential Activities as defined herein, is prohibited.”<sup>3</sup>

16. On May 5, 2020, Governor Pritzker unveiled “Restore Illinois,” a plan to slowly reopen the state in five phases. But progress has been slow, and the state is still far from achieving full reopening and economic recovery. Indeed, even under the current stage—Phase 4 “Revitalization”—businesses in all industries are instructed to permit employees to work from home when it is possible to do so.

17. In addition to the measures it has taken to slow the spread of the virus, the State of Illinois has also sought to stop unscrupulous businesses from profiting from the pandemic. The Illinois Attorney General has urged consumers to report price-gouging and fraud as a result of COVID-19, reflecting a public policy against taking financial advantage of the pandemic.

**B. GEICO Has Obtained a Windfall Due to the Dramatic Decrease in Automobile Use and Traffic Caused by COVID-19**

18. Although businesses across the United States have almost uniformly suffered as a result of COVID-19, state-wide stay-at-home orders, and other social distancing measures, the auto insurance industry has benefited. In fact, auto insurance—a \$250 billion industry—stands to secure a windfall from COVID-19. The reason is simple. As one recent report put it: “With shelter-in-place restrictions and business closings, most people stopped driving or reduced their

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<sup>3</sup> See COVID-19 Executive Order No. 30 § 2(4) (Apr. 30, 2020), <https://www2.illinois.gov/Pages/Executive-Orders/ExecutiveOrder2020-32.aspx>.

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