

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

GONZALO UBILLUS,
individually and on behalf of
all others similarly situated,

Case No. 19-000741-CK
Hon. Timothy Connors

Plaintiff,

CLASS ACTION

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

-Consolidated with-

ANGELA PERRY and
MICHAEL PETERSON,
individually and on behalf
of all others similarly situated,

Case No. 22-000971-CK
Hon. Timothy Connors

CLASS ACTION

Plaintiffs,

v.

PROGRESSIVE MICHIGAN INSURANCE
COMPANY, a Michigan corporation, and
PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES, COSTS,
AND SERVICE AWARDS**

Defendants.

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Ubillus Action and for Defendants
Progressive Marathon Insurance Company
and Progressive Michigan Insurance
Company in Perry Action*

**ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

At a session of said Court, held in the Ann Arbor,
County of Washtenaw, State of Michigan on:

Date: 11/21/2024

Present: Timothy P. Connors
Hon. Timothy Connors
Circuit Court Judge

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. The Court has

carefully reviewed the record, including the motion, the Settlement Agreement and Release and its attached exhibits, and conducted the Final Approval Hearing on November 21, 2024.

WHEREAS, Plaintiffs Gonzalo Ubillus, Angela Perry, and Michael Peterson, on behalf of themselves and a proposed Settlement Class, and Defendants Progressive Michigan Insurance Company and Progressive Marathon Insurance Company have agreed, subject to Court approval, to settle these Actions upon the terms and conditions in the Agreement; and

WHEREAS, no Potential Settlement Class Member has objected to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards.

NOW, THEREFORE, based on the Agreement, and the files, records, and proceedings in these cases, and it appearing to the Court following the Final Approval Hearing on whether the proposed Settlement contained in the Agreement should be finally approved as fair, reasonable, and adequate, and whether to grant the requested Attorneys' Fees and Costs Award and Service Awards;

IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. **Jurisdiction.** This Court has jurisdiction over the Actions and all Parties, including Plaintiffs and all Settlement Class Members.
2. **Incorporation of Defined Terms.** The Settlement Agreement and Release is incorporated by reference in this Order, and all terms the Agreement defines have the same meaning in this Order.
3. **Notice Program Complete.** The Court approved the Notice Program in the Agreement as being reasonably calculated to give notice to the Settlement Class of: (a) the pendency of the Actions; (b) conditional certification of the Settlement Class; (c) the existence and terms of the Agreement; (d) Potential Settlement Class Members' rights to make Claims,

opt-out of the Settlement, or object to the Settlement; and (e) matters to be decided at the Final Approval Hearing. The Notice Program was completed in compliance with the Preliminary Approval Order and Agreement. The Court finds the Notice Program provided the Settlement Class the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice, in accordance with due process requirements of the Michigan and United States Constitutions, as well as the requirements of MCR 3.501(C).

4. **Final Certification of Settlement Class.** For settlement purposes only, the Court finally certifies the following Settlement Class:

All Insureds covered under any Automobile Insurance Policy who made a first-party claim and received from Progressive a Total Loss Claim Payment within the Class Period.

5. Excluded from the Settlement Class are: (a) Progressive's present or former officers, directors, employees, and legal representatives; (b) the Neutral Evaluator, Class Counsel, the Washtenaw Circuit Court Judge presiding over the Actions, mediator Michael Ungar, Esq., and any member of their respective immediate families; (c) Insureds with Covered Total Loss Claims for which Progressive received a valid and executed release; (d) Insureds who timely opted-out of any litigation class previously certified in the Actions; and (e) Potential Settlement Class Members who timely opted-out of the Settlement Class.

6. **Class Period.** The Class Period is (a) as to Progressive Marathon insureds, July 18, 2013, through the date of Preliminary Approval, and (b) as to Progressive Michigan insureds, July 18, 2016, through the date of Preliminary Approval.

7. **Numerosity.** Under MCR 3.501(A)(1)(a), the Potential Settlement Class Members

are so numerous that joinder of all members is impracticable;

8. **Commonality.** Under MCR 3.501(A)(1)(b), there are questions of law or fact common to the Potential Settlement Class Members that predominate over questions affecting only individual members;

9. **Typicality.** Under MCR 3.501(A)(1)(c), the claims of Plaintiffs are typical of the claims of the Settlement Class;

10. **Adequacy.** Under MCR 3.501(A)(1)(d), Plaintiffs and Class Counsel appointed below will fairly and adequately assert and protect the interests of the Settlement Class; and

11. **Superiority.** Under MCR 3.501(A)(1)(e) and MCR 3.501(A)(2), the maintenance of the Actions as a class action will be superior to other available methods of adjudication in promoting the convenient administration of justice.

12. **Class Representatives.** Gonzalo Ubillus, Michael Peterson, and Angela Perry are finally appointed as Class Representatives for the Settlement Class.

13. **Class Counsel.** The following attorneys, all of whom were appointed as counsel for the previously certified classes in either *Ubillus* or *Perry*, are finally appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A.; E. Powell Miller, Sharon Almonrode, and Brian Saxe of The Miller Law Firm, P.C.; Andrew Shamis of Shamis & Gentile, P.A.; and Scott Edelsberg of Edelsberg Law, P.A.; Roger Mandel and Scott Jeeves of Jeeves Mandel Law Group, P.C.; Craig Rothburd of Craig E. Rothburd, P.A.; Michael Pitt of Pitt, McGehee, Palmer, Bonanni & Rivers, P.C., and Casim Neff of Neff Insurance Law, PLLC.

14. **Final Approval of Settlement.** The Court finally approves the Settlement as within the range of fairness, reasonableness, and adequacy under the circumstances. The Agreement is the product of arm's-length negotiations between the Parties and their counsel. The Parties and

their counsel had sufficient information to evaluate the strengths and weaknesses of the Actions and to conduct informed settlement discussions. Neither the Agreement nor its terms and provisions—nor any negotiations or proceedings connected with it—shall be construed as an admission or concession by the Released Persons of the truth of any allegations in the Actions or of any liability, fault, or wrongdoing of any kind whatsoever by the Released Persons.

15. **Settlement Implementation.** Because the Court approves the Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.

16. **Opt-Out s.** The list of individuals who have opted out of the Settlement, attached hereto as *Exhibit 1*, is a complete list of all Potential Settlement Class Members who have timely requested to opt-out of the Settlement. Those individuals will not be bound by the Settlement or the Releases contained therein.

17. **Claims Process.** The Court also finds that the Claims process has proceeded as required by the Preliminary Approval Order. The Parties and Settlement Administrator shall complete the Claims process, as specified in the Agreement, and thereafter, proceed with the issuance of Settlement Class Member Payments for all Valid Claims. Any errors or other deficiencies identified with completed Claim Forms shall be addressed in the manner specified in the Agreement.

18. **Attorneys' Fees and Costs Award.** Class Counsel is awarded attorneys' fees in the amount of \$15,000,000 and litigation costs in the amount of \$164,538.28, such amounts to be paid in accordance with the terms of the Settlement Agreement.

19. **Service Awards.** The Class Representatives are each awarded a Service Award of \$10,000, such amount to be paid in accordance with the terms of the Settlement Agreement.

20. **Settlement Administration Costs.** Consistent with the terms of the Settlement Agreement, Progressive shall pay all the Settlement Administration Costs to the Settlement Administrator.

21. **Releases.** The Releasing Persons, including the Class Representatives, Settlement Class Members, and each of their respective heirs, estates, executors, administrators, trustees, guardians, agents, principals, beneficiaries, representatives, attorneys, successors, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, in exchange for the relief described in the Settlement, and regardless of whether they have submitted a Valid Claim or received actual notice of the Settlement, hereby fully and irrevocably compromise, settle, release and forever discharge, as of the Effective Date, all Released Claims against Defendants and the other Released Persons. The Released Claims do not include any claim for enforcement of the Settlement, Final Approval Order, or Final Judgment. The Released Claims are dismissed with prejudice and released regardless of whether these claims are known or Unknown Claims, actual or contingent, liquidated or unliquidated.

22. **Reservation of Jurisdiction.** The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Actions, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

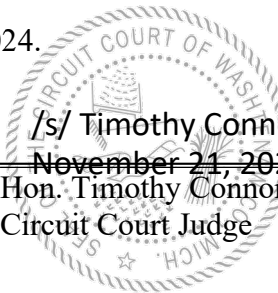
23. **Effective Date.** In the event the Effective Date of the Agreement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order shall be vacated. In such event, all orders entered and

releases delivered in connection with the Settlement shall be null and void and the Actions shall return to its status immediately prior to execution of the Agreement.

24. **Binding Effect.** With the exception of those listed on *Exhibit 1*, and as of the Effective Date, the Court adjudges that the Parties and all Settlement Class Members shall be bound by the Settlement and this Order.

25. **Final Judgment.** Judgment shall be, and hereby is, entered dismissing the Actions with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

IT IS SO ORDERED on November 21, 2024.

 /s/ Timothy Connors
~~November 21, 2024~~
Hon. Timothy Connors
Circuit Court Judge

Approved as to Form:

/s/ Michael L. Pitt
Michael L. Pitt (P24429)

Class Counsel

/s/ Brian M. Saxe
Brian M. Saxe (P70046)

Class Counsel

/s/ Elaine M. Pohl
Elaine M. Pohl (P60359)

Attorney for Defendant Progressive Marathon Insurance Company in Ubillus Action and for Defendants Progressive Marathon Insurance Company and Progressive Michigan Insurance Company in Perry Action

EXHIBIT 1

Opt-Out List

1. David A. Sifuentes, III
2. Lucas Molter
3. Scott Chargo