

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

CLASS ACTION

-Consolidated with-

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

CLASS ACTION

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

Plaintiffs,

v.

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

Defendants.

**PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS**

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Plaintiffs, Gonzalo Ubillus, Angela Perry, and Michael Peterson, through Class Counsel, hereby submit their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In support of this Motion, Plaintiffs rely on the attached Brief in Support, the supporting Exhibits A-D, and oral argument during the Final Approval Hearing that is set for November 21, 2024 at 9:30 a.m.

Plaintiffs represent that Defendants, Progressive Marathon Insurance Company and Progressive Michigan Insurance Company, do not oppose this Motion.

WHEREFORE, Plaintiffs respectfully request this Court grant the Motion and enter the

Final Approval Order attached to the Brief as *Exhibit D*.

Date: October 7, 2024

/s/ Brian M. Saxe

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**BRIEF IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

The Settlement¹ that is the subject of this Motion for Final Approval is the culmination of years of contentious litigation in Michigan trial and appellate courts, with this Court consolidating two certified class actions following successful mediation: (1) *Gonzalo Ubillus v. Progressive Marathon Insurance Company*, Case No. 19-000741-CK and (2) *Angela Perry and Michael*

¹ All capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement and Releases attached as *Exhibit A*.

Peterson v. Progressive Michigan Insurance Company and Progressive Marathon Insurance Company, Case No. 2022-000971-CK. As the Settlement is fair, reasonable, and adequate, Plaintiffs respectfully request the Court enter a Final Approval Order approving the Settlement and granting the Application for Attorneys' Fees, Costs, and Service Awards.

FACTUAL BACKGROUND

I. PROCEDURAL HISTORY

The Motion for Preliminary Approval detailed the extensive procedural history of both *Ubillus* and *Perry*. To avoid duplication and for the purpose of brevity, Plaintiffs incorporate herein the background from the Motion for Preliminary Approval, but for the Court's benefit they highlight a few material facts.

On July 18, 2019, *Ubillus* was filed against Progressive Marathon, seeking damages and declaratory relief and alleging Progressive Marathon breached his Automobile Insurance Policy by: (i) failing to pay 6% a Sales Tax Payment, a \$15.00 Certificate of Title Fee, an \$8.00 or \$10.00 Vehicle Registration Transfer Fee (depending on the date of loss), and a dealer documentary preparation fee (if an insured is reasonably likely to incur that fee); and (ii) either requiring its insureds to permanently transfer ownership to it of their total loss vehicles without compensating them for the salvage values of those vehicles or deducting the salvage values of the total loss vehicles from their total loss payments. Plaintiff *Ubillus* and Progressive Marathon stipulated to the dismissal without prejudice of all claims related to the salvage value of total loss vehicles.

Later, Plaintiffs filed *Perry* (after *Slue* was dismissed), alleging Progressive Marathon and Progressive Michigan breached form automobile insurance policies—which are materially identical as to all Progressive Insureds—by failing to pay components of the ACV of insured vehicles that sustained a Total Loss, specifically a 6% Sales Tax Payment, a \$15.00 Certificate of

Title Fee, and an \$8.00 or \$10.00 Vehicle Registration Transfer Fee (depending on the date of loss). Further, Plaintiffs and the putative classes sought a declaratory judgment that Insureds are entitled to such Sales Tax Payment and Fees as part of the Total Loss ACV payment.

After *Slue* (the predecessor case to *Perry*) and *Ubillus* progressed with certain coordinated discovery,² on July 8, 2022, both sides moved in *Ubillus* for summary disposition. Plaintiff *Ubillus* moved for partial summary disposition and to strike Progressive's affirmative defenses on his individual claims, seeking judgment as a matter of law as to his: (1) Count I for declaratory relief, seeking a declaratory ruling in his favor on all issues; (2) Count II for breach of contract based on Sales Tax Payments; and (3) Count III for breach of contract based on Certificate of Title and Vehicle Registration Transfer Fees. Progressive moved for summary disposition on Plaintiff *Ubillus*'s individual claims, arguing, *inter alia*, as a matter of law, Progressive does not breach the insurance agreement by failing to include Sales Tax Payments and Fees in its payment of Covered Total Loss Claims. After extensive briefing on the competing summary disposition motions,³ and September 22 and 26, 2022 hearings, this Court ruled from the bench.

Following additional proceedings, the Court entered orders on the motions. The Court granted Plaintiff *Ubillus* summary disposition on his declaratory judgment and breach of contract claims as to a Sales Tax Payment, a Certificate of Title Fee, and a Vehicle Registration Transfer Fee, holding Progressive Marathon owed these payments up-front to Plaintiff as part of the ACV payment, without regard to whether he ever purchased a replacement vehicle and incurred such costs. Plaintiff *Ubillus* was awarded \$515.72 (\$492.72 for a Sales Tax Payment, a \$15.00

² In November and December 2020, the Parties took depositions, including depositions of Progressive representatives regarding Progressive's form insurance policies, Total Loss payment policies, and available claim and payment data, and the deposition of Plaintiff *Ubillus*.

³ Progressive agreed to waive any one-way intervention defense by agreeing that summary disposition motions would be filed and decided before class certification in *Ubillus*.

Certificate of Title Fee, and a \$8.00 Vehicle Registration Fee). The Court also granted partial summary disposition on Plaintiff Ubillus' declaratory judgment claim as to dealer documentary preparation fees, specifically that Progressive Marathon owed dealer documentary preparation fees up-front to Plaintiff Ubillus if, at the time of loss, he was reasonably likely to incur them. In these rulings, the Court accepted Plaintiff Ubillus' interpretation of the relevant Automobile Insurance Policy provisions and rejected Progressive Marathon's contrary interpretation. Progressive Marathon was granted leave to appeal the summary disposition rulings, but did not request review of the class certification order. The Parties briefed that appeal, but agreed to have the appeal held in abeyance pending approval of the Settlement.⁴

On November 18, 2022, the Plaintiffs in *Perry* and all others similarly situated, moved to certify two classes of Insureds, one against Progressive Marathon and one against Progressive Michigan. The Parties extensively briefed that motion and participated in a lengthy January 6, 2023, oral argument on all key issues. The *Perry* parties also briefed Progressive's December 5, 2022 motion to stay *Perry*—including any ruling on class certification—until after a final decision was reached in the appeal in *Ubillus*.

Following the hearing on the motion for class certification and motion to stay, the Court entered orders, on March 7, 2023, granting class certification and denying/granting in part Progressive's motion for stay. Based on the *Perry* plaintiffs' agreement, after class certification was granted, the Court stayed further trial court proceedings, except permitting class notice to be sent to the certified class members, until the completion of the interlocutory appeal in *Ubillus*.

⁴ Progressive separately moved this Court (on January 30, 2023) and the Court of Appeals (on March 3, 2023) to stay the trial court proceedings in *Ubillus* pending appeal. Plaintiff Ubillus opposed those motions. While this Court denied the requested stay, the Court of Appeals granted it when leave to appeal was granted, though class notice was permitted to be sent.

On March 27, 2023, Progressive applied for leave to appeal the *Perry* class certification order, which the Court of Appeals granted in part over the *Perry* plaintiffs' opposition. On November 16, 2023, the Court of Appeals granted leave to appeal only as to the first issue raised (certification of the Progressive Marathon class that overlapped with the *Ubillus* certified class), and denied the application as to all other issues, finding the certification of the Progressive Michigan class not immediately appealable. Progressive filed its opening merits brief, after which the Parties agreed to mediate and to have the Court of Appeals extend the *Perry* plaintiffs' answer brief deadline.

Following class certification in *Ubillus* and *Perry*, and given the authorization to send out class notices while Progressive sought interlocutory review, this Court approved Plaintiffs' proposed notice plans and notices, to which Progressive agreed, finding all MCR 3.501(C) and due process requirements satisfied. The Parties worked together to generate the class lists and to send certified class members notice to give them the opportunity to opt-out of the certified classes. A.B. Data, an experienced and reputable class action administration company, served as the notice administrator, creating a notice website, maintaining a toll-free telephone number, serving notices either by email or mail, and processing any opt-out requests. Over 150,000 notices were sent, and a total of only nine opt-outs from the certified litigation classes were submitted.

While both *Ubillus* and *Perry* remained pending in the Court of Appeals, and following completion of the notice plan in each case, the Parties began discussing a combined mediation. Further, the Parties' counsel identified Michael Ungar, Esq., an esteemed mediator at UB Greensfelder, who had successfully helped the Parties reach a settlement in another class action against other Progressive entities. On February 15, 2024, following extensive research, analyses, and preparation involving Progressive's damages exposure to the certified classes, and Class

Counsel's submission of a proposed settlement framework, Class Counsel and Progressive's Counsel and representatives attended mediation in Cleveland, Ohio. Counsel worked tirelessly until late into the evening in order to achieve a workable settlement framework. Though the Parties did not settle that day, they continued to discuss settlement for several weeks. Class Counsel and Progressive's Counsel worked extensively to reach agreement on the Settlement terms. Ultimately, on April 30, 2024, the Parties executed two term sheets, the first one pertaining to the material Settlement terms, and then a second pertaining to attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives, all subject to the Court's Approval. On July 17, 2024, the Parties and their counsel executed the Agreement.

The Parties jointly moved the Court of Appeals for limited remand of *Ubillus* and *Perry*, and the Court of Appeals ordered the appeals to be held in abeyance pending this Court's review and approval of the Settlement, concluding the Court retains jurisdiction pursuant to MCR 7.218(B). Thereafter, the Court entered the Parties' stipulated order to consolidate the Actions.

On July 18, 2024, Plaintiffs filed the Motion for Preliminary Approval, which the Court granted on July 22, 2024. As discussed below, the Notice Program and Claims Process has been implemented and, consistent with the Settlement terms and Preliminary Approval Order, Plaintiffs and Class Counsel now seek Final Approval of the Settlement, the Attorneys' Fees and Costs Award, and the Service Awards.

II. SUMMARY OF SETTLEMENT TERMS

A. Settlement Class

The Settlement Class consists of approximately 168,812 individuals and is defined as:

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.

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 this Action, 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 opt-out of the Settlement Class. Agreement ¶ 62. The Class Period is (a) July 18, 2013, through the date of Preliminary Approval for Progressive Marathon Insureds, and (b) July 18, 2016, through the date of Preliminary Approval for Progressive Michigan Insureds. *Id.* ¶ 15.⁵

B. Settlement Consideration

Settlement Class Member Payments - Progressive agrees to pay up to \$61,000,000 in cash for all Potential Settlement Class Members who submit Valid Claims for Settlement Class Member Payments. *Id.* ¶ 94. This amount represents 65% of the Sales Tax Payments, Certificate of Title Fees, and/or Vehicle Registration Transfer Fees sought by Potential Settlement Class Members, and is well above the average percentage of class action settlements. *Id.*

Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards - In addition to the obligation to pay up to \$61,000,000 to Settlement Class Members, Progressive will also separately pay: (a) all Settlement Administration Costs estimated to be \$295,179, (b) up to \$460,000 to Class Counsel for litigation costs; (c) a \$10,000 Services Award to each of the Class Representatives (for a total of \$30,000), subject to Court approval; and (d) \$10,000,000 for attorneys' fees (out of the \$15,000,000 the Agreement permits Class Counsel to request). *Id.* ¶ 122. In total, under this Settlement, Progressive has committed to pay up to \$71,785,179 in Settlement

⁵ The start date for the class periods differs on account for when *Ubillus* and *Perry* were filed.

Class Member benefits.

Class Counsel are seeking approval of the payment of \$15,000,000 in attorneys' fees, of which \$10,000,000 will be paid by Progressive separately and the other \$5,000,000 – as is typical in most class actions – will come out of the Settlement Fund and, as a result, slightly reduce the Settlement Class Member Payments accordingly. *See id.* ¶¶ 98-100.

The requested attorneys' fees, as a percentage of the total value of the Settlement (20.89%), were included in the Notices provided to the Settlement Class. Not a single Settlement Class Member objects to the proposed attorneys' fees.

The Settlement Class Member Payments are the only payments Settlement Class Members, other than Class Representatives who may be granted a Service Award, are entitled to receive under this Agreement. *Id.* ¶ 101. The payments are deemed to be inclusive of any claims for any potentially applicable penalties, interest, and/or fees. *Id.*

C. Releases

In exchange for the benefits conferred by the Settlement, all Settlement Class Members will be deemed to have released Progressive from claims relating to the settlement of any Covered Total Loss Claim under an Automobile Insurance Policy. *Id.* ¶ 55. The Releases are set forth in Section XIII of the Agreement. *Id.* ¶ 138. Settlement Class Members will release claims even if they do not submit a Claim for a Settlement Class Member Payment. The Actions will be dismissed with prejudice upon Final Approval and the Settlement becoming effective. *Id.* ¶ 125.

D. Notice Program, Notice, Claim Forms, and Claims Process

As part of the Settlement Administration Costs, Progressive agrees to pay all costs for the robust and informative Notice Program, which included two rounds of both direct Postcard Notice and Email Notice (for all Insureds for whom Progressive maintains email addresses) to the

Potential Settlement Class Members. Agreement ¶¶ 76-85.

AB Data Group is the Court-approved Settlement Administrator. Following Preliminary Approval, the Settlement Administrator received Settlement Class data from Progressive. *Id.* ¶ 2. For purposes of providing Notice, Progressive provided two data files containing Insured Names, Addresses, Email Addresses, Policy and Claim Numbers, Loss Dates, Payment Information, and other data. *Id.* The Settlement Administrator reviewed the data files and removed duplicative records, resulting in 168,812 unique records. *Id.* The Settlement Administrator processed the names and mailing addresses on the Class List through the National Change of Address Database maintained by the United States Postal Service. *Id.* ¶ 3. This process, among a number of features, ensures the Class List contains updated mailing addresses for Potential Settlement Class Members who may have had a registered change of address, conforms all addresses into the USPS preferred layout, and provides information regarding the validity of the provided postal addresses. *Id.* After completing this process, 167,843 mailing addresses were determined to be valid. *Id.* The Class List also contained valid email addresses for 143,397 Potential Settlement Class Members. *Id.* ¶ 5.

On August 21, 2024, First Postcard Notices were sent by U.S. Mail to 168,812 Settlement Class members. Also, on August 21, 2024, 143,397 First Email Notices were sent to Potential Settlement Class Members, of which 142,188 were delivered. *Id.* ¶ 7.

Second Postcard Notices and Second Email Notices were sent to Potential Settlement Class Members who had yet to make a Claim or opt-out of the Settlement to improve the reach of Notice and to remind them to make Claims. On September 20, 2024, 164,039 Second Postcard Notices were sent by U.S. Mail, using forwarding and updated addresses from the First Postcard Notice process. Agreement ¶¶ 81, 83; Declaration of Brian Devery on Implementation and Adequacy of Notice Program (“Admin. Decl.”), a copy of which is attached as *Exhibit C*, at ¶ 8. Also, on

September 20, 2024, 138,886 Second Email Notices were sent, of which 132,111 were delivered. *Id.* ¶ 9.

Throughout the Notice period, all Postcard Notices returned by the USPS as undeliverable as addressed were subjected to advanced address searches (Skip Traces) to locate updated mailing addresses. *Id.* ¶ 10. As of October 4, 2024, 1,968 mailed Postcard Notices were returned as undeliverable as addressed. *Id.* First Postcard Notices or Second Postcard Notices (as applicable) were remailed to 1,223 Potential Settlement Class Members whose updated address was available through tracing. *Id.* An additional 24 Potential Settlement Class Members whose forwarding address was provided by the USPS were also remailed a First Postcard Notice or Second Postcard Notice (as applicable). *Id.*

The Settlement Administrator completed the Notice Program on September 20, 2024, pursuant to the Agreement's terms and the Preliminary Approval Order. Admin. Decl. ¶¶ 6-10. Of the 168,812 unique Potential Settlement Class Members on the Class List, 168,620 were sent either a Postcard Notice or Email Notice that was not returned undeliverable, resulting in a total deliverability rate of approximately 99.9%. *Id.* ¶ 15.

The Postcard Notices and Email Notices provided information regarding the claims asserted, the Settlement benefits, the Opt-Out Deadline, Objection Deadline, and Claim Deadline, and how to access the Settlement Website, toll-free IVR telephone line, and the Long Form Notice. *Id.*, Exs. 1-4. Each Postcard Notice included a detachable, postage pre-paid Pre-Filled Paper Claim Form, along with a Unique ID number that may be used to submit a Pre-Filled Electronic Paper Claim Form. *Id.*, Exs. 1, 3. Each Email Notice also contained the Unique ID. Agreement ¶ 82.

The more detailed Long Form Notice (in English and Spanish) is available on the Settlement Website and mailed to Potential Settlement Class Members on request made to the

Settlement Administrator. Agreement ¶ 86; Admin. Decl. ¶ 12, n.3. In addition to important information in the other Notices, it specifies the procedures to opt-out of or object to the Settlement and answers frequently asked questions about the Settlement and Final Approval process. Agreement ¶ 32; Admin. Decl. ¶ 12, n.3. As of October 4, 2024, the Settlement Administrator mailed 17 Long Form Notices along with a Blank Paper Claim Form, and the Long Form Notice has been viewed 983 times on the Settlement Website. Admin. Decl. ¶ 12, n.3.

The Settlement Website (www.ubillusperrytotallossclassaction.com), was updated for the Notice Program on August 21, 2024. Admin. Decl. ¶ 12. The Agreement, Long Form Notice, Claim Forms, Preliminary Approval Order, and answers to frequently asked questions are posted, along with other relevant documents the Parties agreed to post. *Id.*; Agreement ¶ 86. This Motion for Final Approval will be posted as well.

The toll-free IVR telephone system went live on August 21, 2024 with recorded answers to frequently asked questions, and the capability for Potential Settlement Class Members to leave messages and ask for return phone calls. Agreement ¶ 90; Admin. Decl. ¶ 13. As of October 4, 2024, the Settlement Administrator has received 1,219 calls. Admin. Decl. ¶ 13. The Settlement Administrator also established a post office box to receive opt-out requests, objections, and any other settlement-related communications and promptly provide copies to Class Counsel and Defendants' Counsel. Agreement ¶ 91.

Each Potential Settlement Class Member has options to submit either a Pre-Filled Paper Claim Form, Blank Paper Claim Form, Pre-Filled Electronic Claim Form, or Blank Electronic Claim Form by the December 6, 2024, Claim Deadline, requesting a Settlement Class Member Payment. *Id.* ¶ 6, 7, 11, 12, 48, 49; Admin. Decl., Exs. 6-9. The Settlement Website homepage has a "Make A Claim" button permitting a Potential Settlement Class Member to access, electronically

sign, and submit a Pre-Filled Electronic Claim Form or Blank Electronic Claim Form, the latter if a Potential Settlement Class Member does not have a Unique ID, and also has a method to request a Blank Paper Claim Form be mailed or emailed. Agreement ¶ 87. The blank Claim Forms allow members to submit Claims using their names, addresses, policy numbers or claim numbers, and signature. *Id.* ¶ 106.

As of October 4, 2024, 15,363 Claim Forms have been submitted, and many more are expected to be submitted by the Claim Deadline. Admin. Decl. ¶ 19. Reasonable procedures are being employed to identify and remove duplicate or untimely Claim Forms, allow the Settlement Administrator, Class Counsel, and Progressive’s Counsel to determine Valid Claims, and allow Potential Settlement Class Members to cure any Claim Form deficiencies before determining any Claims to be invalid. Agreement ¶¶ 108-118; Admin Decl. ¶ 22. For all Valid Claims, the Agreement has reasonable procedures to determine Settlement Class Member Payment amounts, with Progressive to either directly mail checks or send funds to the Settlement Administrator to send the checks, which will be re-mailed once if returned undeliverable. Agreement ¶¶ 108-118. Checks will be valid for 180 days. *Id.* ¶ 112.⁶

E. Opt-Out and Objection Procedures

The Opt-Out Deadline and Objection Deadline are both October 22, 2024. The Long Form Notice species the requirements for Potential Settlement Class Members to opt-out of the

⁶ If a Claim is determined to be invalid, the Settlement Administrator will send a letter to the Potential Settlement Class Member explaining why, who may then submit a written explanation contesting the determination or trying to cure whatever led to the finding of invalidity. Agreement ¶ 109. Any challenged Claim denial will be submitted for a binding decision by a Neutral Evaluator (a licensed Michigan attorney) agreed to by the Parties. *Id.* ¶ 115. If the Claim is approved, Progressive will send a check for the Settlement Class Member Payment. *Id.* ¶ 116. If it is again determined to be invalid, the Settlement Administrator shall mail an explanation. *Id.*

Settlement, in which case that member may neither object to the Settlement or submit a Claim, or to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Agreement ¶¶ 38-39, 126, 130-132, Ex. 6. Failure to timely object waives the right to object or to be heard at the Final Approval Hearing, and bars the Settlement Class Member from seeking any review of the Settlement or Application for Attorneys' Fees, Costs, and Service Awards. *Id.* ¶ 132. Even if a Settlement Class Member objects, a Claim may be submitted. Failure to submit a Claim, or a Claim invalidity determination, will not result in exclusion from the Settlement Class or from the Settlement. *Id.* ¶ 138. As of October 4, 2024, there are two opt-outs and no objections. Admin Decl. ¶¶ 19-20.

ARGUMENT

The Court having granted Preliminary Approval, and now that the Notice Program has been completed, this Motion respectfully requests Final Approval of the Settlement and the Attorneys' Fees and Costs Award to Class Counsel and Service Awards to each of the Class Representatives. The arguments that follow support these requests.

I. MOTION FOR FINAL APPROVAL

This Court must approve a class settlement pursuant to MCR 3.501(E). “A trial court may approve a class action settlement if the settlement is fair, reasonable, and adequate.” *Adelman v. Compuware Corp.*, No. 333209, 2017 WL 6389899, at *1 (Mich. Ct. App. Dec. 14, 2017) (unpublished) (citing *Vassalle v. Midland Funding, LLC*, 708 F3d 747, 754 (6th Cir. 2013)).⁷

⁷ Plaintiffs cite this unpublished decision because there is a lack of published Michigan authority addressing class settlement approval. MCR 7.215(C)(1) (“If a party cites an unpublished opinion, the party shall explain the reason for citing it”). Indeed, *Adelman* itself notes “the paucity of Michigan caselaw regarding class actions” and so *Adelman* relies on “caselaw from Delaware and federal courts” to guide its framework for considering class settlement approval. 2017 WL 6389899, at *1. Thus, Plaintiffs rely on *Adelman* as the most recent expression of the Michigan class settlement standards in the absence of published authority on point.

Michigan law is clear that “[t]here is an overriding public interest in favor of settlements in class-action lawsuits.” *Brenner v. Marathon Oil Co.*, 222 Mich App 128, 133 (1997). *See also UAW v. GMC*, 497 F3d 615, 632 (CA 6, 2007) (noting “the federal policy favoring settlement of class actions”). “Because there is limited case law in Michigan addressing the [standards for approval of class action] lawsuits, this Court may refer to federal cases” for guidance. *See Neal v James*, 252 Mich App 12, 15 (2002) (citing *Brenner v Marathon Oil Co.*, 222 Mich App 128, 133; 565 NW2d 1 (1997)). *See also Henry v Dow Chem. Co.*, 484 Mich 483, 498; 772 NW2d 301, 308 (2009) (“It is important to note that the rules governing class certification in MCR 3.501(A) very closely mirror the federal prerequisites for class certification found in FR Civ P 23.”).

“The approval of class action settlement agreements involves a two-step process.”

Adelman, 2017 WL 6389899, at *1 (internal quotation and citation omitted).

First, the court makes a preliminary evaluation of the fairness of the settlement after reviewing the proposed terms. If the Court concludes that there are no grounds to doubt the fairness of the settlement, the Court must order that class members be given notice of a formal Fairness Hearing, at which time class members will have an opportunity to make presentations in support of or in opposition to the proposed settlement. Following the Fairness Hearing, the Court makes specific findings regarding the fairness, adequacy and reasonableness of the settlement. Only if the Court finds that the settlement meets these requirements will the Court render final approval of the settlement.

Id. If the Court finds the Settlement meets these requirements, it will grant Final Approval. *Id.*

That decision will be upheld absent an abuse of discretion. *Id.*

The Preliminary Approval stage concerned two simple issues: (A) whether the proposed class meets the requirements for class certification under MCR 3.501(A)(1); and (B) whether there is any reason to doubt the fairness of the settlement. As the Court was satisfied with both inquiries, it granted Preliminary Approval, directed Notice to the Settlement Class, set the Opt-Out Deadline, Objection Deadline, and Claim Deadline, and

set the Final Approval Hearing to consider any objections before deciding whether the Settlement should be given Final Approval and become effective.

Under federal law, the Court reviews a proposed class action settlement to determine whether it is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). “To determine whether a settlement agreement [is fair, reasonable and adequate, courts in the Sixth] Circuit are required to consider: ‘(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.’” *Poplar Creek Dev. Co. v. Chesapeake Appalachia, L.L.C.*, 636 F3d 235, 244 (6th Cir. 2011) (quoting *UAW*, 497 F3d at 632) (“UAW factors”).

As required, the Court certified the Settlement Class in the Preliminary Approval Order, finding the Settlement Class satisfies the MCR 3.501(A)(1)-(2) numerosity, commonality, predominance, typicality, adequacy, and superiority factors. Relatedly, the Court approved the Notice Program, Notices, Claim Forms, and Claim process, pursuant to MCR 3.501(C). Potential Settlement Class Members were provided Notice of the Settlement.

A. Final Certification of the Settlement Class

Michigan courts “have broad discretion to determine whether a class will be certified.” *Henry*, 484 Mich at 504, 772 NW2d at 312. Class certification findings are reviewed only for “clear error” and the class certification decision will be upheld absent an “abuse of discretion.” *Id.* at 495, 722 NW2d at 307. “[T]he federal ‘rigorous analysis’ approach does not apply under [Michigan] state law,” and class certification may be found “in cases where the facts necessary to support [class certification] are uncontested or admitted by the opposing party.” *Michigan Ass’n of Chiropractors v. Blue Care Network of Michigan, Inc.*, 300 Mich App 577, 587, 834 NW2d

138, 143 (2013) (quoting *Henry*, 484 Mich. at 502-503, 772 NW2d at 301). Here, Progressive agrees for Settlement purposes, and the Court has twice found the MCR 3.50l(A)(l) numerosity, commonality, predominance, typicality, adequacy, and superiority requirements are met—in the Preliminary Approval Order and previously the *Ubillus* and *Perry* class certification orders. Nothing has changed since Preliminary Approval, and Plaintiffs incorporate by reference their detailed arguments in support of each class certification factor from the Motion for Preliminary Approval. Class Counsel’s Joint Declaration also addresses each factor. Joint Declaration in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Costs, and Service Awards (“Joint Decl.”), a copy of which is attached as *Exhibit B*, at ¶¶ 16-27. Based on that showing, the Court should finally certify the Settlement Class and affirm the appointment of the Plaintiffs as Class Representatives and Plaintiffs’ counsel as Class Counsel.⁸

B. Final Approval of the Settlement

The Court should also grant Final Approval to the Settlement, which is an excellent result for the Settlement Class, offering the members relief that is well within the range of a “fair, reasonable, and adequate” compromise. *Adelman*, 2017 WL 6389899, at *2. As the Court did at the Preliminary Approval stage, the Court should follow the *UAW* factors.

First, the Settlement was only reached after extensive discovery, motion practice, appellate proceedings, and through arm’s-length negotiations overseen by an experienced mediator. Joint Decl. ¶ 8; *Adelman*, 2017 WL 6389899, at *2 (there is “a presumption in favor

⁸ 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.

of the settlement when there has been arm's length bargaining among the parties [and] sufficient discovery has taken place to enable class counsel to evaluate accurately the strengths and weaknesses of the plaintiffs case.”). Settlement first required the Parties to litigate the merits of Plaintiff Ubillus’ individual claims and certification of and class notice to litigation classes in both *Ubillus* and *Perry*, after substantial discovery was taken about Progressive’s uniform Automobile Insurance Policy, its ACV payment practices, and its data pertaining to adjusting and paying Covered Total Loss Claims. Joint Decl. ¶7. Then, only after two appeals had been accepted by the Court of Appeals did Progressive agree to mediate. *Id.* Plaintiffs and Class Counsel believe there would be a good likelihood of success in ultimately recovering money for themselves and other similarly situated class members, but that result could not be guaranteed, especially if the Court of Appeals or the Michigan Supreme Court were to ultimately side with Progressive, concluding Sales Tax Payments and Fees need not be unconditionally included in Progressive’s ACV payment on Covered Total Loss Claims. *Id.*

Second, there is no risk of collusion or fraud as the Parties’ interests are antagonistic to one another. Plaintiffs wanted to achieve the largest recovery possible and Progressive wanted to pay as little as possible. *Id.* ¶8; *Adelman*, 2017 WL 6389899, at *2. The outcome is Progressive’s agreement to make available up to \$61,000,000 to pay Settlement Class Members, along with separately paying millions of dollars for attorneys’ fees, litigation costs, Service Awards, and Settlement Administration Costs. Agreement ¶¶ 92, 94, 98-100, 121-123.

Third, the complexity, expense, and likely duration of litigation means attempting to achieve a greater recovery through further litigation would have been risky, expensive, and delayed. Joint Decl. ¶9; *Adelman*, 2017 WL 6389899, at *2. Though this Court sided with Plaintiff Ubillus on his interpretation of the relevant uniform Automobile Insurance Policy

provisions at issue in both *Ubillus* and *Perry*, the Court of Appeals accepted interlocutory appellate jurisdiction to evaluate that legal contract construction issue. Joint Decl. ¶9. In *Perry*, the Court of Appeals partially granted leave to appeal the class certification ruling pertaining to the Progressive Marathon litigation class. *Id.* Additional briefing would have been required. *Id.* Even if Plaintiffs received affirmances in those appeals, the Parties would face additional motion practice on competing summary disposition motions for the certified litigation classes and, if those motions did not result in a final order on classwide liability and damages, the Parties would face a trial, following which an appeal would be likely. *Id.* That would all take considerable time and expense and certainly delay and potentially eliminate recovery for the Settlement Class. *Id.*

Fourth, Class Counsel and the Class Representatives believe the Settlement represents an excellent outcome for the Settlement Class. *Id.* ¶ 10; *Adelman*, 2017 WL 6389899, at *2. Settlement Class Members will receive a substantial portion of the likely recoverable damages (had the case gone to trial), and Progressive will separately pay two-thirds of the attorneys' fees sought and all the litigation costs, Service Awards, and Settlement Administration Costs. Joint Decl. ¶10.

Fifth, the Settlement Class Members have the right to object. Joint Decl. ¶ 11. As Class Counsel foreshadowed at the Preliminary Approval stage, the Settlement Class has responded very favorably to the Settlement. *Id.* To date, only two Potential Settlement Class Members have opted-out, none have objected, and 15,363 Claims for Settlement Class Member Payments have been submitted. Admin. Decl. ¶¶ 18-20; *Adelman*, 2017 WL 6389899, at *2. With a December 6, 2024 Claim Deadline, the Court should expect the Claims number to substantially increase. Class Counsel will update these statistics before the Final Approval

Hearing. If any objection(s) is filed, a separate response will be filed.

Finally, it is in the public interest to grant Final Approval. Joint Decl. ¶ 12; *Adelman*, 2017 WL 6389899, at *2. Doing so will provide the opportunity for up to \$71,785,179 in total benefits to the Settlement Class, made up of 168,812 Michigan Insureds, while eliminating the chance for thousands of separate actions. Joint Decl. ¶ 12.

C. Notice Program Completion and Due Process Satisfied

As detailed above, the Parties have complied with the Court-approved Notice Program, pursuant to MCR 3.501(C). *See supra* at 10-14. The robust Notice Program of: (i) two rounds of both direct Postcard Notice and Email Notice to the Potential Settlement Class Members (the second reminding them to submit Claims if they had not already); (ii) access to the Long Form Notice, Settlement Website, and toll-free IVR system with answers to frequently asked questions; and (iii) fair rights and procedures to opt-out or object, mean the Settlement Class has been given the individualized Notice required by MCR 3.501(C)(1)-(5) and due process is satisfied. Agreement ¶¶ 37, 77-91. Progressive is paying the Notice costs as part of its obligation to pay all Settlement Administration Costs. MCR 3.501(C)(6).

As detailed above, the Claims process is ongoing. *See supra* at 13-14. As the Court found at the Preliminary Approval stage, the Settlement includes an easy Claims process with options to submit Claims either by mail or electronically. *Id.* The Claim Forms require a simple attestation to support a claim for a Sales Tax Payment, or partial reimbursement of a Certificate of Title Fee and/or a Vehicle Registration Transfer Fee. Agreement, Exs. 7-9. The Parties will work with the Settlement Administrator to review any deficiencies in Claim Forms, to give Settlement Class Members the reasonable opportunity to cure deficiencies, and to confirm the correct Settlement Class Member Payment amount for each Valid Claim. *Id.* ¶¶ 109-119. The Claims process includes

a Neutral Evaluator to make binding Claim validity determinations, including Settlement Class Member Payment amounts. *Id.* ¶ 116. Progressive will directly send or have the Settlement Administrator send Settlement Class Member Payments. ¶¶ 112, 116.

Based on the foregoing, the Court should grant Final Approval to the excellent Settlement.

II. APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

The Settlement Class received Notice (and to date not a single one has objected) that Plaintiffs and Class Counsel would be requesting the Court's approval of an Attorneys' Fees and Costs Award and Service Awards for each of the Class Representatives.

A. Class Counsel Seeks Reasonable Attorneys' Fees

If the Court approves the Settlement and grants Class Counsel's Application for Attorneys' Fees, Costs and Service Awards, Class Counsel's extensive efforts will result in \$71,785,179 in total benefits to the Settlement Class. Joint Decl. ¶ 32. After years of hard fought litigation, with substantial discovery before the Court granted summary disposition to Plaintiff Ubillus and certified litigation classes in *Ubillus* and *Perry*, and with the prior and pending appeals, the Parties settled the Actions. *Id.* After agreeing to the material settlement terms, Class Counsel worked hard to draft the Agreement, the Notices, Claim Forms, and the Motion for Preliminary Approval and related filings. *Id.* Following Preliminary Approval, Class Counsel worked with Progressive, Defendants' Counsel, and the Settlement Administrator to implement the Notice Program and the Claims process, including reviewing and approving the Notices, Claim Forms, Settlement Website, and IVR system and addressing Potential Settlement Class Member inquiries. *Id.* Class Counsel has also prepared this filing and have future work to prepare for and attend the Final Approval Hearing, including responding to any objection, if filed. *Id.* Following Final Approval, Class Counsel will work to implement the Settlement, including addressing Claim approval and

Settlement Class Member Payments. *Id.* Class Counsel did all of this work, starting in 2019, without compensation of any kind and on a contingent fee basis, advancing the costs necessary to prosecute the claims. *Id.*

Courts strongly encourage negotiated fee awards in class action settlements. *See Hensley v. Eckerhart*, 461 US 424, 437 (1983) (“A request for attorneys’ fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of the fee.”). It is well established that counsel who performs common benefit work resulting in recovery of a common fund are entitled to compensation for those services from the fund. The U.S. Supreme Court held in *Boeing Co. v Van Gemert*, 444 US 472, 478 (1980):

[T]his Court has recognized consistently that a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole . . . The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant’s expense. Jurisdiction over the fund involved in the litigation allows a court to prevent . . . inequity by assessing attorney’s fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit.

Michigan Courts have long recognized the “common-fund exception provides for an award of attorney fees to a party that, alone, has borne the expenses of litigation that created or protected a common fund for the benefit of others as well as itself.” *In re Attorney Fees of Kelman, Loria, Downing, Schneider & Simpson*, 406 Mich 497, 503-504 (1979); *Amerisure Ins. Co. v Folts*, 181 Mich App 288, 291 (1989). In a case involving a class action settlement that creates a reversionary common fund, attorneys’ fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class. *Gascho v. Global Fitness Holdings, LLC*, 822 F3d 269 (6th Cir. 2016). “The right to share the harvest of the suit upon proof of their identity, whether or not the exercise it, is a benefit in the fund created by the efforts of class representatives and their counsel. *Boeing*, 444 US at 480.

Unlike virtually all class action settlements where the attorneys' fees are paid entirely by the settlement class from the fund defendant agrees to pay, with the Court's approval, two-thirds of the attorneys' fees here (\$10,000,000) will be separately paid by Progressive, with only the remaining one-third (\$5,000,000) being paid from the Settlement Fund. Joint Decl. ¶ 33. Class Counsel required the bulk of the attorneys' fees to be paid separately to substantially increase the amount of the Settlement Class Member Payments. *Id.* Borrowing from Sixth Circuit's *Gascho* precedent, Class Counsel's efforts have created tremendous value (\$71,785,179⁹) to Potential Settlement Class Members through a simple Claims process. 822 F3d at 285. "Consumer class actions, furthermore, have value to society more broadly, both as deterrents to unlawful behavior—particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources." *Id.* at 287.

"The 'common fund' analysis is appropriate even where the fee award will be paid separately by Defendants." *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 FRD 683, 694 (S.D. Fla. 2014); *accord Arledge v. Domino's Pizza, Inc.*, No. 3:16-cv-386-WHR, 2018 WL 5023950, at *3 (SD Ohio Oct. 17, 2018) (holding same) (citing *Merkner v. AK Steel Corp.*, No. 1:09-cv-423, 2011 WL 13202629, at *1 (SD Ohio Jan. 10, 2011)). Additionally, "courts are especially amenable to awarding negotiated attorneys['] fees and expenses in a reasonable amount where that amount is in addition to and separate from the defendant's settlement with the class." *Bailey v. AK Steel Corp.*, No. 1:06-cv-468, 2008 WL 553764, at *1 (SD Ohio Feb. 28, 2008). "Indeed, most courts recognize that fees negotiated and paid separate and apart from the class recovery, as here, are entitled to a 'presumption of reasonableness.'" *Cowit v. CitiMortgage, Inc.*, No. 1:12-cv-869, 2015

⁹ The \$71,785,179 is allocated: \$61,000,000 for Valid Claims, \$10,000,000 for attorneys' fees, \$460,000 for litigation costs, \$30,000 for Service Awards, and \$295,179 for Settlement Administration Costs. Joint Decl. ¶ 34.

US Dist LEXIS 143156, at *19 (SD Ohio Oct. 21, 2015).

The Settlement provides outstanding relief not just for Plaintiffs, but for 168,812 Michigan Insureds they represent, due to Class Counsel persistence in the pursuit of these important claims to a very procedurally advanced stage. Joint Decl. ¶ 36. As this Court is acutely aware from presiding over years of litigation, Class Counsel worked extensively to position the litigation to settle, but only after Progressive appealed. *Id.* They should be compensated for the results they achieved and the risk and expense that they have borne. *Id.*

Years ago, the Sixth Circuit observed a trend towards adoption of a percentage of the fund method. *Rawlings v. Prudential–Bache Properties, Inc.*, 9 F.3d 513, 515 (6th Cir.1993). “The percentage of the fund method has a number of advantages: it is easy to calculate; it establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation.” *Id.* at 516. The percent-of-the-fund method best replicates the *ex ante* market value of the services that Class Counsel provided to the Settlement Class—a contingent fee percentage of the recovery. *See Fournier v. PFS Invs., Inc.*, 997 F. Supp. 828, 831–32 (E.D. Mich. 1998). In addition to being far simpler, awarding a percentage of the fund “directly aligns the interests of the class and its counsel.” *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 122 (2d Cir. 2005). This method further incentivizes class counsel to obtain the largest possible recovery in the most efficient manner possible. *Id.*; *Rawlings*, 9 F.3d at 516.

“[T]he [alternative] lodestar method has been criticized for being too time-consuming of scarce judicial resources. District courts must pore over time sheets, arrive at a reasonable hourly rate, and consider numerous factors in deciding whether to award a multiplier. With the emphasis it places on the number of hours expended by counsel rather than the results obtained, it also

provides incentives for overbilling and the avoidance of early settlement.” *Rawlings*, 9 F.3d at 516-17. *See also Stanley v U.S. Steel Co.*, No. 04–74654, 2009 WL 4646647 at *1 (ED Mich Dec. 8, 2009) (percentage method decreases the burden imposed on the Court by eliminating a full-blown, detailed and time-consuming lodestar analysis while assuring that the beneficiaries do not experience undue delay in receiving their share of the settlement).

Although here Class Counsel request 20.89% of the total value of the Settlement,¹⁰ Joint Decl. ¶ 35, courts throughout the Sixth Circuit have repeatedly held one-third of a common fund is presumptively reasonable. *See, e.g., Green v. FCA US, LLC*, No. 20-13079, 2022 WL 3153777, at *1 (ED Mich. Aug. 8, 2022). Indeed, throughout the Sixth Circuit, attorneys' fees in class/collective actions have ranged from 20%–50%. *See In re Rio Hair Naturalizer Prod. Liab. Litig.*, No. 1996 WL 780512, 1996 WL 780512, at *16 (ED Mich Dec. 20, 1996); *see also Shane Grp., Inc. v. Blue Cross Blue Shield of Michigan*, 2019 WL 4746744, at *6 (E.D. Mich. Sept. 30, 2019), *aff'd sub nom. Shane Grp. Inc v. Blue Cross Blue Shield of Michigan*, 833 F App'x 430 (6th Cir. 2021).

The Court's reasonableness analysis should ultimately benefit from the application of the Sixth Circuit's six additional factors: (1) value of benefit to the class; (2) society's stake in rewarding attorneys who produce the settlement's benefits, to maintain an incentive to others; (3) whether the work was performed on a contingent fee basis; (4) complexity of the litigation; (5) skill and standing of counsel on both sides; and (6) the value of the legal services performed on an hourly basis. *See Ramey v. Cincinnati Enquirer, Inc.*, 508 F2d 1188, 1196 (6th Cir. 1974); *Gascho*,

¹⁰ The award is calculated as percentage “from the fund as a whole.” *Boeing*, 444 US at 478; *Gascho*, 822 F3d at 282 (the “[a]ttorney's fees are the numerator” and “the dollar amount of the Total Benefit to the class (which includes the benefit to class members, attorney's fees, and [potentially] the costs of administration)” is the denominator).

822 F3d at 280 (describing the *Ramey* factors as “germane” to the fee inquiry); *Moulton v. U.S. Steel Corp.*, 581 F3d 344, 352 (6th Cir. 2009). A qualitative analysis of these factors wholly supports the requested attorneys’ fee award.

1. Class Counsel Secured a Valuable Benefit for the Class Given the Risks

“The primary factor in determining a reasonable fee is the result achieved on behalf of the class.” *In re Delphi*, 248 FRD 483, 503 (ED Mich 2008); *Hensley*, 461 US at 436 (“[T]he most critical factor is the degree of success obtained.”) Here, the Settlement makes available up to \$61,000,000 for Valid Claims, representing 65% of the Sales Tax Payments, Certificate of Title Fees, and/or Vehicle Registration Transfer Fees sought by Potential Settlement Class Members. Agreement ¶ 94. Should the Court approve \$15,000,000 for attorneys’ fees, Progressive will pay 45% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 45% of the Sales Tax Payment; (b) \$6.75 towards each Settlement Class Member’s Certificate of Title Fee; and (c) \$3.60 towards each Settlement Class Member’s Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$4.50 towards that fee for total losses occurring on or after September 29, 2020. *Id.* ¶ 98. This level recovery is excellent in class action litigation where it is common for class members to recover a much lower percentage of their damages. As noted above, Progressive will separately pay two-thirds of the attorneys’ fees requested, greatly improving the value of the Settlement Benefits. Joint Decl. ¶ 10.

2. Societal Stake in Complex Consumer Litigation

Society has a strong stake in rewarding attorneys who produce the type of benefits achieved by the Settlement. *See In re Cardizem*, 218 F.R.D. at 533 (“Encouraging qualified counsel to bring inherently difficult and risky but beneficial class actions . . . benefits society.”). *See also Gascho*, 822 F.3d at 287 (“Consumer class actions . . . have value to society . . . as deterrents to unlawful

behavior . . . and as private law enforcement regimes that free public sector resources.”). As the U.S. Supreme Court has recognized, without a class action, small claimants individually lack the economic resources to vigorously litigate their rights. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 161 (1974). *In re Cardizem*, 218 F.R.D. at 534. Michiganders as a whole benefit when consumer rights are protected, and thus have a strong interest in incentivizing litigation like this against two of Michigan’s largest automobile insurers. The alternative to the Actions would have been no enforcement of Automobile Insurance Policy at all, leaving the alleged misconduct unremedied.

Additionally, the Settlement Class’s reaction to the Attorneys’ Fees and Costs Award also confirms its fairness and reasonableness. The Notices here specifically stated Class Counsel would seek \$15,000,000. *Hensley*, 461 US at 437 (noting negotiated, agreed upon attorneys’ fees are the “ideal” toward which litigants should strive). To date, not a single Settlement Class Member has objected to the Settlement or the Attorneys’ Fees and Costs Award. While not dispositive, “[t]he Class’s overwhelming favorable response lends further support to the conclusion that the requested fee award is fair and reasonable.” *In re Delphi*, 248 FRD at 504.

3. Class Counsel Took the Case on a Contingent Basis, Assuming Significant Risk of Nonpayment

Class Counsel’s willingness to undertake this litigation on a contingency basis, investing such significant time, effort, money, and other resources without any guarantee of compensation or reimbursement, further supports the reasonableness of the requested Fee Award. *See In re Cardizem*, 218 F.R.D. at 533. *See also Stanley*, 2009 WL 4646647, at *3 (“Numerous cases recognize that the contingent fee risk is an important factor in determining the fee award.”). Indeed, “[n]o one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who in advance had agreed to pay for his services, regardless of success.” *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974)). Given

the significant litigation risks faced by Plaintiffs and class members in the Actions, as previously discussed, success on the merits was far from certain. Joint Decl. ¶ 7. Michigan's courts might side with Progressive on the interpretation of the Automobile Insurance Policy. *Id.* ¶ 37. Cognizant of the risks of nonrecovery and thus nonpayment for their services, Class Counsel nonetheless embarked on a fact-intensive investigation of Progressive's practices, filed the Actions, and engaged in dispositive motion practice and discovery. *Id.* Class Counsel bore responsibility for the litigation class notice programs in both Actions, substantial expert costs to determine Progressive's potential exposure if the cases were tried for the certified classes, and paid for and participated in the full-day mediation, among other litigation costs. *Id.* And due to the extensive investment of time required to properly prosecute this matter, Class Counsel were forced to forgo representing clients in other matters they otherwise would have taken on. *Id.*

Simply put, this litigation presented numerous risks of non-recovery to the Settlement Class and thus non-payment to Class Counsel at the outset. The requested attorneys' fee award, if approved, will reasonably compensate Class Counsel for assuming such risks by embarking on lengthy, time-consuming, and expensive litigation for the Settlement Class's benefit. *See In re Packaged Ice Antitrust Litig.*, No. 08-MDL-01952, 2011 WL 6209188, at *19 (ED Mich Dec. 13, 2011) (attorneys who take cases with "a significant risk of nonpayment . . . should be compensated both for services rendered and for the risk of loss or nonpayment assumed by accepting and prosecuting the case"); *In re Cardinal Health Inc. Sec. Litigations*, 528 F Supp 2d 752, 766 (SD Ohio 2007) (contingency factor "stands as a proxy for the risk that attorneys will not recover compensation for the work they put into a case").

4. The Complexity of the Litigation Supports the Requested Fee Award

The complexity of the litigation also confirms the reasonableness of the requested fee

award. *In re Cardizem*, 218 F.R.D. at 533. “[M]ost class actions are inherently complex[.]” *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1013 (S.D. Ohio 2001). And this case is no exception. This litigation involved multiple layers of factual complexity. Joint Decl. ¶ 38. This required preliminary investigation into Progressive’s ACV payment practices, and then substantial discovery was taken about Progressive’s uniform Automobile Insurance Policy and its data pertaining to adjusting and paying Covered Total Loss Claims. *Id.* Progressive heavily defended its ACV payment practices, requiring Class Counsel to extensively brief summary disposition and class certification motions, and then to defend this Court’s orders on appeal. *Id.* Though this Court agreed with Plaintiffs’ interpretation of the Automobile Insurance Policy in granting summary disposition on Plaintiff Ubillus’s individual claim, it was far from certain the Court of Appeals would agree in the discretionary interlocutory appeal it granted. *Id.* Other courts interpreting the same contract language have reached different results, thereby rejecting Plaintiffs’ theory of liability. *See, e.g., Pieczonka v. Progressive Select Ins. Co.*, 840 F. App’x 856 (6th Cir. 2021).

5. The Parties Are Both Represented by Skilled Counsel

The skill of both Class Counsel and Defendants’ Counsel also validates the reasonableness of the requested fee award. *In re Delphi*, 248 FRD at 504 (“The quality of opposing counsel also is important to evaluate.”). Class Counsel have significant experience litigating class actions of similar size, scope, and complexity as here, including cases challenging Progressive’s and other insurers ACV payment practices. Joint Decl. ¶ 39. Class Counsel also faced highly experienced and skilled defense counsel with the Tucker Ellis LLP and Plunkett Cooney, P.C. firms, who made clear that, but for the Settlement, Progressive would continue to defend its ACV payment practices as being permitted by the Automobile Insurance Policy at both the trial and appellate levels. *Id.*

“The ability of [counsel] to negotiate a favorable settlement in the face of formidable legal opposition further evidences the reasonableness of the fee award requested.” *In re Delphi*, 248 FRD at 504.

Accordingly, the fifth factor weighs heavily in favor of approving the requested Fee Award.

6. The Value of the Legal Services Performed on an Hourly Basis

The final factor considers the value of the legal services performed on an hourly basis, also known as counsel’s “lodestar.” *See Isabel v. City of Memphis*, 404 F.3d 404, 415 (6th Cir. 2005). However, as previously discussed, in this case the percentage-of-the-fund method, not the lodestar method, is the appropriate method for computing an attorneys’ fees award for achieving the Settlement, rendering this factor immaterial to the analysis. *See In re Flint Water Cases*, 583 F Supp 3d 911, 953 (ED Mich 2022) (lodestar cross-check optional); *Blasi v. United Debt Servs., LLC*, No. 2:14-cv-83, 2019 WL 6050963, at *9 n.2 (SD Ohio Nov. 15, 2019) (“Performing the lodestar cross-check is optional. The Court deems that analysis unnecessary here.”); *Dillow v. Home Care Network, Inc.*, No. 1:16-cv-612, 2018 WL 4776977, at *6 (SD Ohio Oct. 3, 2018) (lodestar cross-check of percentage of the fund fee award is “unnecessary”); *Rikos v. Proctor & Gamble Co.*, No. 1:11-cv-226, 2018 WL 2009681, at *10 (SD Ohio Apr. 30, 2018) (noting that “a lodestar cross-check” is “unnecessary” in determining percentage of the fund to award class counsel for achieving common-fund settlement) (citing *Gascho*, 822 F3d at 279); *In re Delphi*, 248 FRD at 503 (applying percentage-of-the-fund-method, without addressing *Ramey* factor related to “the value of the services on an hourly basis”).

The Court is well aware of Class Counsel’s extensive work in the Actions. The up to \$61,000,000 available is a direct result of Class Counsel’s multi-year efforts for over 158,812 Progressive Insureds with Total Losses in an area of litigation where Plaintiffs have had success

at the pleading stage, but have yet to try a case to judgment under the legal theory. Class Counsel have collectively spent 5,135.6 hours and other resources. Joint Decl. ¶ 40. They will continue to incur time leading up to and after the Final Approval Hearing to ensure the Settlement is properly administered. *Id.* Class Counsel have been at the forefront of Total Loss litigation. *Id.* ¶ 41. Class Counsel persisted through summary disposition and class certification in the Actions, defending appeals thereafter. *Id.* They retained an expert to work through the extensive claims and payment data needed to identify Michigan Insureds harmed by the ACV payment practices at issue. *Id.* Thus, neither this case nor this Settlement should be viewed in a vacuum, but rather as part of a multi-year effort in which counsel devoted substantial time, money, and resources for the benefit of the Potential Settlement Class Members, all on a contingency basis. *Id.* ¶ 41.

This sixth factor does not weigh against approval of the fee request when considered in context with the Sixth Circuit's guidance that the only requirement for awards of attorney's fees in common fund cases is that they "be reasonable under the circumstances." *Rawlings* 9 F.3d at 516. It is not necessary where the Settlement Class receives such a substantial portion of the likely recoverable damages and two-thirds of the requested attorneys' fees are paid separately. Nevertheless, Class Counsel will submit their time sheets should this Court so require. Given the advanced stage of the Actions, sufficient work and legal and factual analysis occurred, and at the same time risks remained that the Court of Appeals would reverse the pretrial victories. Recognizing this necessary incentive for class attorneys to pursue risky class actions on a contingency basis, some courts within this Circuit have evaluated this factor not as the value of the services on an hourly basis, but rather, their value in the marketplace. *Merkner*, 2011 WL 13202629, at *3 ("The percentage fee sought here consistent with practice in the private marketplace where contingent fee attorneys typically negotiate percentage-based fee agreements

with their clients.”). As in *Merkner*, “[a]bsent a class action, small individual claimants would lack the resources to litigate a case of this magnitude.” *Id.* However, the 20.89% fee requested by Class Counsel is even lower than the practice in the private marketplace. Thus, Class Counsel’s requested fee is consistent with the value of the services performed and should be awarded.

B. Class Counsel Seek Reasonable Litigation Costs

In addition to the attorneys’ fee, “[e]xpense awards are customary when litigants have created a common settlement fund for the benefit of a class.” *In re Delphi*, 248 F.R.D. 483, 504 (E.D. Mich. 2008). As of the date of this Motion for Final Approval, the litigation costs total \$164,538.28, which Class Counsel do not anticipate increasing. Joint Decl. ¶ 42. Notably, Class Counsel’s costs are significantly less than Progressive agreed to separately pay. Class Counsel’s payment of these costs is a substantial benefit to the Settlement Class because otherwise, as regularly occurs in class settlements, the litigation costs would be paid out of the Settlement Fund and reduce the Settlement Class Members’ recovery accordingly. The costs requested are largely made up of expert witness costs and the costs to implement the litigation class notice plans for which Plaintiffs were responsible following class certification in each Actions. *Id.* The balance of the costs are for court filing and other fees, pro hac vice admission for Class Counsel, deposition costs, mediation costs, travel costs, legal research costs, and other regularly incurred costs. *Id.* These typical litigation costs are reasonable.

C. Plaintiffs Seek Reasonable Service Awards

Service Awards of \$10,000 paid separately by Progressive for each of the Plaintiffs as Class Representative are reasonable. These awards will fall well within the range of awards approved in the Sixth Circuit. *See, e.g., Liberte Capital Grp. v. Capwill*, No. 5:99-cv-818, 2007 WL 2492461, at *1 (N.D. Ohio Aug. 29, 2007) (“Incentive awards, where appropriate, generally

range from a few thousand dollars to \$85,000”) (collecting cases); *see also Smith v. FirstEnergy, Corp.*, Nos. 2:20-cv-3755, 2:20-cv-3954, 2:20-cv-3987, 2022 WL 22691867, at *13 (SD Ohio Dec. 5, 2022) (approving \$10,000 service awards). Importantly, after Notice, no Settlement Class Member has objected to those awards and together they total only 0.04% of the value of the Settlement benefits. Joint Decl. ¶ 43. These awards to compensate Plaintiffs for filing the Actions and the time they dedicated to the prosecution of the Actions for the benefit of the Settlement Class are recognized by courts to be important inducements to bring class actions and do not grant preferential treatment. *See Hadix v. Johnson*, 322 F3d 895, 897-898 (6th Cir. 2003) (courts are permitted to approve incentive awards a/k/a service awards as “efficacious ways of encouraging members of a class to become class representatives and rewarding individual efforts taken on behalf of the class”). Plaintiffs were essential to Class Counsel’s ability to prepare and bring the Actions. Joint Decl. ¶ 43. They provided important information to investigate Progressive ACV payment practices and then assisted Class Counsel in pursuing the claims for Sales Tax and Fees, overseeing their counsel and ultimately approving the Settlement terms. *Id.* Thus, the Service Awards should be granted.

CONCLUSION

Based on the foregoing evidence and arguments, the Plaintiffs respectfully request the Court enter an Order: (a) granting Final Approval; (b) finally certifying the Settlement Class; (c) affirming the appointments of Plaintiffs as the Class Representatives and the above-identified attorneys as Class Counsel; (d) granting the requested Service Awards; and (e) granting the requested Attorneys’ Fees and Costs Award. A proposed Final Approval Order is attached hereto as *Exhibit D*.

Date: October 7, 2024

/s/ Brian M. Saxe

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Respectfully submitted by:

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Class Counsel

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

CLASS ACTION

-Consolidated with-

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

**EXHIBIT A TO MOTION
FOR FINAL APPROVAL –
SETTLEMENT AGREEMENT**

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

EXHIBIT A

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

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

Plaintiff,

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

CLASS ACTION

v.

PROGRESSIVE MARATHON INSURANCE
COMPANY,
a Michigan corporation,

Defendant.

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

Plaintiffs,

Case No. 2022-000971-CK
Hon. Timothy Connors

CLASS ACTION

v.

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

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

Subject to the approval of the Court, this Settlement Agreement and Release (“Settlement” or “Agreement”),¹ is entered into between Plaintiffs Gonzalo E. Ubillus, Angela Perry, and Michael Peterson, on behalf of themselves and the Settlement Class, and Defendants, Progressive Michigan Insurance Company and Progressive Marathon Insurance Company.

¹ Capitalized terms herein have the meanings defined in Section I below.

RECITALS

WHEREAS, Plaintiff Ubillus filed *Gonzalo E. Ubillus v. Progressive Marathon Insurance Company*, Case No. 19-000741-CK (Washtenaw Circuit Court), on July 18, 2019, seeking damages and declaratory relief and alleging Progressive Marathon breached his Automobile Insurance Policy by: (i) failing to pay a 6% Sales Tax Payment, a \$15.00 Certificate of Title Fee, an \$8.00 or \$10.00 Vehicle Registration Transfer Fee (pending on the date of loss), and a dealer documentary preparation fee; and (ii) either requiring its insureds to permanently transfer ownership to it of their total loss vehicles without compensating them for the salvage values of those vehicles or deducting the salvage values of the total loss vehicles from their total loss payments;

WHEREAS, Plaintiff Ubillus and Progressive Marathon stipulated to the dismissal without prejudice of all allegations of breach of contract related to the salvage value of total loss vehicles;

WHEREAS, Plaintiff Ubillus and Progressive Marathon moved for summary disposition. Plaintiff Ubillus moved for partial summary disposition on liability and to strike Progressive's affirmative defenses to his individual claims. Progressive moved for summary disposition on Plaintiff's individual claims;

WHEREAS, the Court heard oral argument on summary disposition in *Ubillus* in September 2022 and issued an oral ruling from the bench. The Court entered a written order on the motions on January 6, 2023, granting Plaintiff a partial summary disposition on liability;

WHEREAS, in October 2022, Plaintiff Ubillus moved for class certification. The Court heard oral argument in December 2022 and, on January 6, 2023, certified a class of Progressive Marathon insureds who sustained a Total Loss to their insured vehicle on or after July 18, 2013. The Court appointed as Class Counsel in *Ubillus*: Roger Mandel and Scott Jeeves of Jeeves Mandel

Law Group, P.C.; Craig Rothburd of Craig E. Rothburd, P.A.; Michael Pitt of Pitt, McGhehee, Palmer, Bonanni & Rivers, P.C., and Casim Neff of Neff Insurance Law, PLLC;

WHEREAS, on January 26, 2023, Progressive Marathon applied for leave to appeal the *Ubillus* summary disposition order. On July 5, 2023, the Court of Appeals granted leave to appeal that order and stayed further proceedings in this Court;

WHEREAS, on July 18, 2022, Plaintiffs Perry and Peterson filed *Angela Perry and Michael Peterson v. Progressive Michigan Insurance Company and Progressive Marathon Insurance Company*, Case No. 2022-000971-CK (Washtenaw Circuit Court), alleging Progressive Marathon and Progressive Michigan breached their respective Automobile Insurance Policies by failing to pay a 6% Sales Tax Payment, a \$15.00 Certificate of Title Fee, and \$8.00 or \$10.00 Vehicle Registration Transfer Fee (pending on the date of loss), and seeking damages and declaratory relief;

WHEREAS, in November 2022, Class Counsel in *Perry* moved for class certification. The Court heard oral argument in January 2023 and, on March 7, 2023, certified classes of Progressive Marathon and Progressive Michigan insureds who sustained a Total Loss to their insured vehicle on or after July 18, 2016. The Court appointed as Class Counsel for both *Perry* classes: Jeff Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert; 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.;

WHEREAS, with the consent of Class Counsel in *Perry*, the Court stayed further trial court proceedings in *Perry*, except for class notice, until the *Ubillus* interlocutory appeal was completed;

WHEREAS, on March 27, 2023, Progressive applied for leave to appeal the class certification order in *Perry*. On November 16, 2023, the Court of Appeals granted Progressive

leave as to the first issue raised—that is, the issue addressing certification of the Progressive Marathon class in *Perry* that overlapped with the class certified in *Ubillus*;

WHEREAS, following class certification in both *Perry* and *Ubillus*, the Court approved Plaintiffs' notice plans and notices in both cases, and certified class members received notice and an opportunity to opt-out of these certified classes. A.B. Data served as the notice administrator consistent with the Court-approved notice plans, and processed any opt-out requests;

WHEREAS, the Parties in *Ubillus* and *Perry* engaged in extensive arms-length settlement negotiations, including during mediation sessions before Michael Ungar, Esq., on February 15, 2024 and March 19, 2024;

WHEREAS, the Parties have jointly requested the Court of Appeals order a limited remand in *Ubillus* and *Perry* to allow this Court to decide whether to approve the Settlement;

WHEREAS, the Parties agree to jointly move to consolidate *Ubillus* and *Perry* to allow the Court to consider and approve the Settlement, recognizing there will be judicial efficiency and cost savings by doing so.

WHEREAS, Plaintiffs and Class Counsel, while believing that the claims asserted in the Action are meritorious, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation in this Court, the risks associated with the current interlocutory appeals and potential future appeals, the relief secured in this Agreement, as well as the likelihood of success on appeal, and they believe that, in consideration of all the circumstances, the proposed Settlement embodied in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class; and

WHEREAS, Defendants deny and continue to deny all material allegations in the Actions, maintain they complied with the Automobile Insurance Policies and all applicable laws

and regulations, and contend that the summary disposition and class certification decisions in *Ubillus* and class certification decision in *Perry* were erroneous. Still, without admitting liability or that the Actions are suitable for class treatment other than in the settlement context, and without waiving any argument on liability or decertification, Defendants agree to enter into this Agreement to avoid the significant burden, expense, risk, and inconvenience of protracted litigation and appeals, and the resulting distraction diversion of their personnel and resources.

WHEREAS, until this Settlement is approved by the Court and no longer subject to judicial review, this Agreement and its contents are governed by MRE 408. Until then, this Agreement is not binding on anyone, except as necessary to seek approval of the Settlement;

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties, through their respective counsel, that the Action be settled and compromised by the Plaintiffs, the Settlement Class, and Progressive on the following terms and conditions, subject to the approval of the Court after hearing:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as set forth below:

1. “Actions” means the following cases to be consolidated: *Angela Perry, et al. vs. Progressive Michigan Insurance Co. and Progressive Marathon Insurance Co.*; Case No.:2022-971-CK, and *Gonzalo E. Ubillus vs. Progressive Marathon Insurance Company*; Case No.: 2019-741-CK, pending in the Circuit Court for the County of Washtenaw.

2. “Actual Cash Value” is determined by the fair market value, age, and condition of the Total Loss vehicle at the time the loss occurs, as calculated by Progressive during the Total Loss settlement process and before the application of the deductible and inclusion of any Sales Tax Payment or Fees. As to each Potential Settlement Class Member’s Total Loss vehicle,

Plaintiffs do not contest Progressive's calculation of its Actual Cash Value.

3. "Application for Attorneys' Fees, Costs, and Service Awards" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and for Service Awards for the Class Representatives.

4. "Attorneys' Fees and Costs Award" means the Court-determined award of attorneys' fees and cost to be paid to Class Counsel.

5. "Automobile Insurance Policy" means a Michigan personal automobile policy of insurance issued by Progressive Marathon or Progressive Michigan that includes, or during either Class Period included, first-party collision or comprehensive coverage for damage to a vehicle.

6. "Blank Electronic Claim Form" means a claim form to be submitted electronically via the Settlement Website that is not pre-filled with the Potential Settlement Class Member's name, address, date of loss, and Unique ID, substantially in the form attached hereto as *Exhibit 8*.

7. "Blank Paper Claim Form" means a claim form that is not pre-filled with the Potential Settlement Class Member's name, address, date of loss, and Unique ID, substantially in the form attached hereto as *Exhibit 7*.

8. "Certificate of Title Fee" means the \$15.00 fee for applying for a certificate of title in the State of Michigan during the Class Period under MCL §§ 257.217 and 257.806.

9. "Claim" means the submission of a Claim Form by a Claimant.

10. "Claimant" means a Potential Settlement Class Member who submits a Claim Form.

11. "Claim Deadline" means the date by which a Claim Form must be submitted to the Settlement Administrator to be timely. The Claim Deadline shall be 15 days after the original date set for the Final Approval Hearing. To be timely, a Claim Form must be postmarked on or before

the Claim Deadline or electronically submitted by 11:59 p.m. on the Claim Deadline.

12. “Claim Form” means any of the Court-approved paper or electronic forms by which a Claimant may submit a Claim for a Settlement Class Member Payment, all of which shall: (i) require the Potential Settlement Class Member to attest that the member was not previously paid one or more of a Sales Tax Payment, a Certificate of Title Fee, or a Vehicle Registration Transfer Fee; and (ii) indicate that Claims may be audited by Progressive for accuracy.

13. “Class Counsel” means 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, McGhehee, Palmer, Bonanni & Rivers, P.C., and Casim Neff of Neff Insurance Law, PLLC.

14. “Class List” means Insureds identified using Progressive’s claims data and payment data to be included in the Settlement Class.

15. “Class Period” means (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.

16. “Class Representatives” means Gonzalo E. Ubillus and Michael Peterson for Progressive Marathon insureds and Angela Perry for Progressive Michigan insureds.

17. “Complaints” mean the operative complaints filed in the Actions.

18. “Confidential Information” means the names, addresses, policy numbers, and any and all claims data and payment data provided by Progressive relating to Potential Settlement Class Members, and any other proprietary business information of Progressive, including any testimony or documents marked confidential in discovery associated with the Action or otherwise.

19. “Court” means the Circuit Court for the County of Washtenaw.

20. “Covered Total Loss Claim” means a first-party private passenger auto property damage claim determined by Progressive to constitute a Total Loss to an insured automobile that: (a) occurred within the Class Period; (b) was determined by Progressive to be covered by an Automobile Insurance Policy; (c) led to a calculation of the insured automobile’s Actual Cash Value, as shown by Progressive’s claims or payment data; and (d) resulted in a payment by Progressive within the Class Period.

21. “Defendants” means Progressive Marathon Insurance Company and Progressive Michigan Insurance Company, collectively.

22. “Defendants’ Counsel” means Tucker Ellis LLP and Plunkett Cooney, P.C.

23. “Effective Date” means five days after the later of: (a) the expiration of the time to appeal the Final Judgment and all orders merged into that judgment, including the Final Approval Order, with no appeal having been filed; (b) if one or more appeals are filed, the termination of those appeals with a mandate that affirms the Final Approval Order and Final Judgment or will result in no material modification to the Final Approval Order and Final Judgment; or (c) the expiration of the time to obtain any further appellate review of the Final Approval Order and Final Judgment; provided, however, that a modification or reversal of the Attorneys’ Fees and Costs Award will not prevent the Settlement from becoming final if all other aspects of the Final Approval Order and Final Judgment are affirmed. But if the Attorneys’ Fees and Costs Award is issued after the Final Judgment, then the Effective Date is the later of: (a) the expiration of the time to appeal the Attorneys’ Fees and Costs Award; (b) if an appeal is filed, the termination of the appeal; or (c) the expiration of the time to obtain any further appellate review of the Attorneys’ Fees and Costs Award.

24. “Email Notice” means the “First Email Notice” and “Second Email Notice” that will be sent to Potential Settlement Class Members for whom Defendants maintain an email address, substantially in the forms attached hereto as *Exhibit 4* and *Exhibit 5*, respectively.

25. “Email Notice Date” and “Second Email Notice Date” mean the two dates on which the Email Notice is emailed to Potential Settlement Class Members.

26. “Fees” means the following: (a) Vehicle Registration Transfer Fee and (b) Certificate of Title Fee.

27. “Final Approval” means the issuance of the Final Approval Order by the Court, substantially in a form agreed to by the Parties and attached to the Motion for Final Approval, granting final approval of this Agreement and its release of the Released Claims as binding on the Parties and all Settlement Class Members.

28. “Final Approval Hearing” means the hearing before the Court on whether to order Final Approval.

29. “Final Approval Order” means an order by the Court, substantially in a form agreed to by the Parties and attached to the Motion for Final Approval, granting Final Approval. An order determining the Attorneys’ Fees and Costs Award and Service Awards may be issued as part of the Final Approval Order or in a separate order.

30. “Final Judgment” means the order of the Court that dismisses the Actions with prejudice, and which may be issued as part of the Final Approval Order or in a separate order.

31. “Insured” means any Person who was insured under a Progressive Michigan or Progressive Marathon Automobile Insurance Policy.

32. “Long Form Notice” means the detailed Notice, substantially in the form attached hereto as *Exhibit 6*, that shall be posted on the Settlement Website and shall be available to

Potential Settlement Class Members by mail on request made to the Settlement Administrator.

33. “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

34. “Motion for Preliminary Approval” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

35. “Neutral Evaluator” means a neutral third party agreed to by the Parties as provided hereinbelow, whose duties are limited to those set forth therein.

36. “Notice” means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

37. “Notice Program” means the methods provided for in this Agreement for giving Notice, consisting of the Email Notice, Postcard Notice, and Long Form Notice, as well as the Settlement Website and toll-free IVR telephone system maintained by the Settlement Administrator.

38. “Objection Deadline” means 30 days before the original date set for the Final Approval Hearing.

39. “Opt-Out Deadline” means 30 days before the original date set for the Final Approval Hearing.

40. “Opt-Out List” means the list of Potential Settlement Class Members who timely opt-out of the Settlement Class.

41. “Party” means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and Defendants collectively.

42. “Perry” means the case styled: *Angela Perry, et al. vs. Progressive Michigan*

Insurance Co. and Progressive Marathon Insurance Co.; Case No.:2022-971-CK.

43. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

44. “Plaintiffs” means Gonzalo E. Ubillus, Angela Perry, and Michael Peterson.

45. “Postcard Notice” means the “First Postcard Notice” and “Second Postcard Notice” the Settlement Administrator shall disseminate, substantially in the forms attached hereto as ***Exhibit 2*** and ***Exhibit 3***, respectively.

46. “Postcard Notice Date” and “Second Postcard Notice Date” mean the two dates on which Postcard Notice is mailed to Potential Settlement Class Members.

47. “Potential Settlement Class Member” means any Person on the Class List or any Person not on the Class List who submits a Claim Form.

48. “Pre-Filled Electronic Claim Form” means an electronic claim form that is pre-filled with the Potential Settlement Class Member’s name, date of loss, and Unique ID, substantially in the form of ***Exhibit 9***.

49. “Pre-Filled Paper Claim Form” means a printed version of the Pre-Filled Electronic Claim Form that includes the Potential Settlement Class Member’s name, date of loss, and Unique ID and is substantially in the form of ***Exhibit 9***.

50. “Preliminary Approval” means the issuance of the Preliminary Approval Order, substantially in the form of ***Exhibit 1*** and consistent with Section II below.

51. “Preliminary Approval Order” means the order preliminarily approving the Settlement, preliminarily certifying the Settlement Class, appointing the Class Representatives and Class Counsel, and approving the Notice Program, Notice, Claim Form, and Claims process, substantially in the form attached hereto as ***Exhibit 1***.

52. “Progressive” means Progressive Marathon Insurance Company and Progressive Michigan Insurance Company.

53. “Progressive Marathon” means Progressive Marathon Insurance Company.

54. “Progressive Michigan” means Progressive Michigan Insurance Company.

55. “Released Claims” means and includes any and all known and unknown claims, rights, actions, suits or causes of action of whatever kind or nature, whether statutory, common law, or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or post-judgment interest, arising out of or relating to the settlement of any Covered Total Loss Claim under an Automobile Insurance Policy. Released Claims do not include any claim for enforcement of the Settlement, Final Approval Order, or Final Judgment.

56. “Releasing Persons” means Plaintiffs, Settlement Class Members (whether or not they submitted Valid Claims), and their respective present, former, or subsequent assigns, heirs, successors, attorneys, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, employees and anyone working on their behalf.

57. “Released Persons” means (a) Defendants; (b) all divisions, parent entities, affiliates, and subsidiaries of Defendants, whether direct or indirect; (c) all Defendants’ past and present officers, directors, agents, attorneys (including without limitation Defendants’ Counsel), employees, stockholders, successors, assigns, independent contractors, insurers and reinsurers; and (c) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this Paragraph.

58. “Sales Tax Payment” is calculated pursuant to MCL § 205.52(1) by applying a 6%

tax rate to the Actual Cash Value assigned by Progressive to the Potential Settlement Class Member's Total Loss vehicle.

59. "Service Award" means the payment that the Court may award each of the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Payment they are entitled to as Settlement Class Members.

60. "Settlement Administration Costs" means the costs of implementing the Notice Program and for Settlement administration, including, but not limited to, administrative costs, Notice costs, Claims handling costs, postage, Settlement Website maintenance, costs to email, and all other costs necessary to comport with the Settlement Administrator's obligations under this Agreement.

61. "Settlement Administrator" means A.B. Data Group, or another third-party administrator agreed to by the Parties and approved by the Court. Class Counsel and Progressive may by agreement substitute a different organization as Settlement Administrator, subject to approval by the Court. Absent agreement, either Class Counsel or Progressive may move the Court to substitute a different entity as Settlement Administrator, upon a showing of good cause.

62. "Settlement Class" means 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. 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 this Action, 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 opt-out of the Settlement Class.

63. “Settlement Class Member” means any member of the Settlement Class who has not opted-out of the Settlement.

64. “Settlement Class Member Payment” means the payment Defendants will make to Settlement Class Members who submit Valid Claims.

65. “Settlement Website” means the website the Settlement Administrator will establish as a means for administering this Agreement and to allow Settlement Class Members to submit Claim Forms and obtain notice of and information about the Settlement.

66. “Total Loss” means an insured vehicle that sustained damage which Progressive determined: (a) would cost 75% or more of the vehicle’s Actual Cash Value to repair; or (b) was stolen and either not recovered or recovered with one or more major component parts missing destroyed, or damaged and not salvageable.

67. “Total Loss Claim Payment” means the payment made by Progressive on a Covered Total Loss Claim.

68. “*Ubillus*” means the case styled: *Gonzalo E. Ubillus vs. Progressive Marathon Insurance Company*; Case No.: 2019-741-CK.

69. “Unique ID” means the unique identifier that the Settlement Administrator will create for each Potential Settlement Class Member for use in the Notice Program. If a Potential Settlement Class Member has more than one Covered Total Loss Claim, the Unique ID shall cover all of them.

70. “Valid Claim” means a Claim submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form; (c) signed

physically or by e-signature by a Settlement Class Member personally; (d) returned or submitted by the Claim Deadline; and (e) determined to be valid by the Settlement Administrator. Additional requirements for Valid Claims for Sales Tax Payments and Fees are specified in Section VI below.

71. “Vehicle Registration Transfer Fee” means the \$8.00 fee *before* September 29, 2020, or the \$10.00 fee *on or after* September 29, 2020, for applying to transfer the registration of a vehicle in the State of Michigan under MCL § 257.809.

72. The plural of any defined term includes the singular, and vice versa.

II. PRELIMINARY APPROVAL

73. As soon as practicable after execution of this Agreement, Plaintiffs will move for a Preliminary Approval Order, substantially in the form of *Exhibit 1*, that:

- a. preliminarily approves the Settlement as fair, reasonable, and adequate;
- b. finds jurisdiction over the Actions and all Parties, including Plaintiffs and all Potential Settlement Class Members;
- c. preliminarily certifies the Settlement Class for settlement purposes only, and appoints the Class Representatives and Class Counsel;
- d. approves the Notice Program;
- e. approves the Claim Forms;
- f. appoints the Settlement Administrator;
- g. schedules the Final Approval Hearing on a date not sooner than 120 days after entry of the Preliminary Approval Order;
- h. requires the Settlement Administrator to provide the Parties proof of completion of Notice at least 10 days before the Final Approval Hearing, along with the Opt-Out List, and an affidavit or declaration attesting to the accuracy of the Opt-Out List;

i. preliminarily enjoins Potential Settlement Class Members from commencing or prosecuting any action asserting any the Released Claims;

j. requires each Potential Settlement Class Member who wishes to opt-out of the Settlement Class, object to any term of the Settlement, or intervene in the Action, to follow the procedures set forth below, including those requirements applicable to any attorney representing the Potential Settlement Class Member;

k. stays all proceedings in the Action until further order of the Court, except that the Parties may conduct proceedings necessary to implement the Settlement or effectuate the terms of this Agreement; and

l. includes any other provisions not mentioned here that: (a) are necessary to comply with governing law, including binding precedent; and (b) do not materially alter the substantive terms of this Agreement.

74. If the proposed Settlement is not consummated for any reason (including but not limited to reversal on appeal), (a) the Parties and their attorneys shall proceed as though the Agreement had never been entered and the Parties and their counsel shall neither cite nor reference this Agreement (or negotiations relating to this Agreement); (b) nothing in this Agreement and/or the fact that it was entered into and/or negotiations relating to this Agreement shall be offered, received or construed as an admission or as evidence for any purpose in any proceeding, including certification or decertification of a class; (c) the Parties agree to jointly file a motion(s) with the Court to vacate all orders entered pursuant to this Agreement, including any order certifying the Settlement Class; and (d) the Parties will jointly take all steps necessary in this Court and in the Michigan Court of Appeals to reinstate the pending interlocutory appeals (Mich. COA No. 364692; Mich. COA No. 365461).

III. DATA PRODUCTION RELATING TO GIVING OF NOTICE AND CALCULATION OF INDIVIDUAL SETTLEMENT CLASS MEMBER CLAIM AMOUNTS

75. Not later than 14 days after entry of the Preliminary Approval Order, Progressive shall update the data production for the Settlement Class through the date of the Preliminary Approval Order and create the Class List. This production shall include for each Potential Settlement Class Member the same fields of claims data and payment data produced in *Ubillus* and *Perry* for the litigation classes, as well as a list with the names, mailing or street addresses, and email addresses (if available) of all Potential Settlement Class Members. The Parties acknowledge Progressive's representations about the limitations inherent in the claims data and payment data and understand that certain fields of claims data and payment may be missing or incomplete as to some Potential Settlement Class Members.

IV. NOTICE PROGRAM

76. All costs for the Notice Program are part of the Settlement Administration Costs.

77. No Notice described herein will be provided to Insureds who opted-out of any litigation class previously certified in *Perry* or *Ubillus*.

78. Any Notice sent under the Notice Program shall indicate that Claims may be reviewed by Progressive for accuracy.

79. No more than 45 days after entry of the Preliminary Approval Order, the Settlement Administrator shall mail the First Postcard Notice with an attached Pre-Filled Paper Claim Form. The Pre-Filled Paper Claim Form will include prepaid postage sufficient to mail it back to the Settlement Administrator.

80. Before the First Postcard Notice, the Settlement Administrator shall run all physical mailing addresses through the National Change of Address Database ("NCOA").

81. After the First Postcard Notice, the Settlement Administrator shall mail the Second Postcard Notice on a date suggested by the Settlement Administrator that is not less than 60 days before the original date set for the Final Approval Hearing. This notice will be mailed to all Settlement Class members who, according to the Settlement Administrator's records, have not made a Claim or asked to opt-out.

82. No more than 30 days after entry of the Preliminary Approval Order, and as to Settlement Class Members for whom an email address is available, the Settlement Administrator shall also send the First Email Notice.

83. The Settlement Administrator shall also send a Second Email Notice on a date suggested by the Settlement Administrator that is not less than 60 days before the original date set for the Final Approval Hearing. The Second Email Notice shall be sent to all Settlement Class members who, according to the Settlement Administrator's records, have not made a Claim or asked to opt-out.

84. All Email Notices must include the capability to click-through to the Settlement Website to make a Claim.

85. If any Notice and/or Claim Form mailed to any Potential Settlement Class Member is returned as undeliverable, the Settlement Administrator will promptly log each Notice and/or Claim Form so returned and provide copies of the log to Progressive and Class Counsel upon request. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall mail the Notice to that forwarding address. For the remaining returned mailings, the Settlement Administrator will use reasonable efforts, to obtain a new address and those mailings shall be re-mailed to any new address obtained. If any Notice is returned as undeliverable a second time, no further mailing is required. It is agreed by the Parties that the

procedures set forth in this Section are reasonable and the best practicable notice under the circumstances, and an appropriate and sufficient effort to locate current addresses for Potential Settlement Class Members such that no additional efforts to do so shall be required.

86. The Settlement Administrator shall create the Settlement Website, which shall contain: the Settlement Agreement; the Long Form Notice; a downloadable Blank Paper Claim Form; an online Blank Electronic Claim Form; Motion for Preliminary Approval; Preliminary Approval Order; and frequently asked questions. The Settlement Administrator shall add to the Settlement Website all other material settlement-related filings, including the Motion for Final Approval and the Application for Attorneys' Fees, Costs, and Service Awards. The Settlement Website shall also contain Spanish translations of the Long Form Notice and Blank Paper Claim Form.

87. The Settlement Website shall have: (a) a "Make A Claim" button permitting a Potential Settlement Class Member to access, electronically sign, and submit a Pre-Filled Electronic Claim Form; (b) a method to access, fill out, electronically sign and submit a Blank Electronic Claim Form with an electronic signature because a Potential Settlement Class Member does not have an Unique ID; and (c) a method to request that a Blank Paper Claim Form be mailed or emailed to the Potential Settlement Class Member.

88. The Notice and Claim Forms will also be made available to all Potential Settlement Class Members by request to the Settlement Administrator, who shall send via first-class U.S. mail or email any of these documents as requested by any Potential Settlement Class Member. If a Unique ID is not available for the Potential Settlement Class Member, the Settlement Administrator shall provide a Blank Paper Claim Form or Blank Electronic Claim Form to the requester.

89. The Settlement Administrator shall retain and record the date and manner in which Notices was sent to each Potential Settlement Class Member and provide periodic updates to the Parties. Promptly after 11:59 p.m. Eastern Time on the Claim Deadline, the Settlement Administrator shall deactivate the Pre-Filled Electronic Claim Form and Blank Electronic Claim Form.

90. The Settlement Administrator shall maintain a toll-free IVR telephone system containing recorded answers agreed to by the Parties for frequently asked questions. The IVR system will allow Potential Settlement Class Members to leave messages and ask for return phone calls. If a Potential Settlement Class Member has a question not addressed in the frequently asked questions, the Settlement Administrator will contact Class Counsel to assist with answering the question, and Class Counsel will confer with Defendants' Counsel, if reasonably necessary to respond.

91. The Settlement Administrator shall establish a post office box for receiving opt-out requests, objections, and any other settlement-related communications and promptly provide copies of same to Class Counsel and Defendants' Counsel. Only the Settlement Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

V. SETTLEMENT ADMINISTRATOR

92. Progressive shall be solely responsible for the payment of all Settlement Administration Costs.

93. The Settlement Administrator shall perform the various administrative tasks set forth herein and any others necessary to implement the terms of this Agreement and the Settlement as preliminarily approved, including: (i) the Notice Program described above and submitting to

the Parties and Court an affidavit or declaration offering proof of the completion of all required Notice to the Settlement Class; (ii) handling mail returned as not delivered and making additional mailings required under the terms of the Agreement; (iii) responding, as necessary, to inquiries from Potential Settlement Class Members; (iv) providing to the Parties, within five days of receipt, copies of all objections, motions to intervene, requests to opt-out, and other settlement communications received from the Settlement Class; (v) preparing a list of all Potential Settlement Class Members who timely requested to opt-out of the Settlement Class and submitting to the Court the Opt-Out List and supporting affidavit or declaration ten days before the original date set for the Final Approval Hearing; (vi) preparing a list of all individuals who submitted objections to the Settlement and submitting an affidavit or declaration testifying to the accuracy of that list; (vii) preparing a list of all (a) Settlement Class Members who make a timely and Valid Claim and (b) Settlement Class Members who make an invalid Claim, with the reason stated for the invalidity of that claim; (viii) implementing procedures for processing and handling Claims; and (ix) promptly responding to requests for information and documents from Class Counsel, Progressive, and/or Defendant's Counsel.

VI. SETTLEMENT CLASS MEMBER PAYMENTS

94. Progressive will make available up to \$61,000,000.00 for the benefit of Settlement Class Members. The amount made available to Potential Settlement Class Members represents 65% of the Sales Tax Payments, Certificate of Title Fees, and and/or Vehicle Registration Transfer Fees sought by Potential Settlement Class Members.

95. A Settlement Class Member is only eligible for payment if that particular Settlement Class Member submits a Valid Claim as to either a Sales Tax Payment or Fees.

96. As to a Sales Tax Payment, a Claim is not valid, and Progressive does not owe a

Settlement Class Member a Sales Tax Payment, where any of the following apply: (i) there is a positive amount listed in the Total SettlementTaxAmt field of the claims data; (ii) there is a payment described in the Descriptor_Name field of the payment data as “Sales Tax Reimbursement” or described in the DISB_IN_PMT_TXT field of the payment data as “str” or “tax”; (iii) the Settlement Class Member fails to attest in the Claim Form that the member has not been paid a Sales Tax Payment; or (iv) an audit otherwise shows that a Settlement Class Member received a Total Loss Claim Payment that included a Sales Tax Payment.

97. As to Fees, a Claim is not valid, and Progressive does not owe a Settlement Class Member a Settlement Class Member Payment that includes Fees, where either (i) a positive amount is listed in the TotalSettlementFeeAmt field of the claims data; or (ii) the Settlement Class Member fails to attest in the Claim Form that the member has not been paid Fees.

98. Assuming the Court approves payment of over \$12,500,000.00 but no more than \$15,000,000.00 for attorneys’ fees, Progressive will pay 45% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 45% of the Sales Tax Payment; (b) \$6.75 towards each Settlement Class Member’s Certificate of Title Fee; and (c) \$3.60 towards each Settlement Class Member’s Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$4.50 towards that fee for total losses occurring on or after September 29, 2020.

99. If the Attorneys’ Fees and Costs Award is over \$10,000,000.00 but no more than \$12,500,000.00, Progressive will pay 55% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 55% of the Sales Tax Payment; (b) \$8.25 towards each Settlement Class Member’s Certificate of Title Fee; and (c) \$4.40 towards each Settlement Class Member’s Vehicle Registration Fee for total losses occurring before September 29, 2020, or \$5.50 towards that fee for total losses occurring on or after September 29, 2020.

100. But if the Attorneys' Fees and Costs Award is \$10,000,000.00 or less, Progressive will pay 65% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 65% of the Sales Tax Payment; (b) \$9.75 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$5.20 towards each Settlement Class Member's Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$6.50 towards that fee for total losses occurring on or after September 29, 2020.

101. The Settlement Class Member Payments described herein are the only payments to which Settlement Class Members, other than Class Representatives who will request a Service Award, are entitled to receive under this Agreement. The payments are deemed to be inclusive of any claims for any potentially applicable penalties, interest, and/or fees. The payments shall be in full and final disposition of the Actions, and in consideration for the release of any and all Released Claims as against any and all Released Persons.

102. Progressive shall not be obligated to make any Settlement Class Member Payments until after the Effective Date.

VII. CLAIM SUBMISSIONS

103. The Settlement Administrator shall establish procedures for receiving and processing each Claim Form.

104. Each Potential Settlement Class Member will be provided an opportunity to submit no later than the Claim Deadline either a Pre-Filled Paper Claim Form, Blank Paper Claim Form, Pre-Filled Electronic Claim Form, or Blank Electronic Claim Form, requesting a Settlement Class Member Payment.

105. A Claim Form submitted for a Potential Settlement Class Member who has more than one Covered Total Loss Claim shall constitute a Claim Form for all of that Potential

Settlement Class Member's covered claims.

106. A Potential Settlement Class Member must include in a Blank Paper Claim Form or Blank Electronic Claim Form (i) the name and current address of the Settlement Class Member and (ii) the claim number or policy number associated with the Covered Total Loss Claim.

107. The Pre-Filled Paper Claim Form or Blank Paper Claim Form must include a signature or, in the case of a Pre-Filled Electronic Claim Form or Blank Electronic Claim Form, an electronic signature, of the Potential Settlement Class Member attesting to the accuracy of the information on the Claim Form, including that the Settlement Class Member was not previously paid one or more of the following: a Sales Tax Payment, a Certificate of Title Fee, or a Vehicle Registration Transfer Fee.

VIII. CLAIMS ADMINISTRATION

108. Each Claim Form received or submitted by the Claim Deadline shall be processed in the manner described below.

109. If a Claim Form is unsigned, illegible, or does not include sufficient information to verify the Covered Total Loss Claim(s) that are the subject of the Claim, the Settlement Administrator shall contact the Claimant by mail and give the Claimant 30 days to cure any defect(s). If the Claimant does not cure the defect(s) within this 30-day period, the Claim Form is invalid but the Claimant shall remain a Settlement Class Member.

110. Not more than 30 days after the Effective Date, Progressive shall complete its review, if any, and inform Class Counsel and the Settlement Administrator of any Claims it believes are invalid, and, as to each such Claim, include the Settlement Class Member's name, Unique ID, and a brief description as to why Progressive believes the Claim to be invalid.

111. For those Claims that Progressive does not challenge as invalid, Progressive shall

provide the Settlement Administrator and Class Counsel the amount of the Settlement Class Member Payment for each Claim. Class Counsel will have 10 days from the provision of the payment amounts to dispute the amounts of any Settlement Class Member Payment. Progressive and Class Counsel shall cooperate to resolve any dispute as to any Settlement Class Member Payment within the next 10 days.

112. As to Valid Claims for which Class Counsel did not dispute the amount of the Settlement Class Member Payments, Progressive shall make Settlement Class Member Payments to those Settlement Class Members within 45 days after the Effective Date. As to Valid Claims with a disputed Settlement Class Member Payment amount, within 90 days after the Effective Date, Progressive shall pay the agreed amount for each Settlement Class Member Payment. Progressive can make these payments either by: (i) mailing a check to each Settlement Class Member for the full amount of the Settlement Class Member Payment; or (ii) in the alternative, and at least 30 days prior to the applicable payment deadline in this paragraph, making an electronic transfer of funds for the full amount of the Settlement Class Member Payment to the Settlement Administrator. As to (ii), within 30 days after the Settlement Administrator receives the Settlement Class Member Payment from Progressive, the Settlement Administrator will mail a check for the full amount of the Settlement Class Member Payment. All checks shall be valid for 180 days after the date of the check.

113. As to Claims that Progressive challenges as invalid, within 30 days of receiving Progressive's invalidity determinations the Settlement Administrator shall mail letters to the Settlement Class Members who submitted those Claims explaining why Progressive deemed the Claim invalid. If Progressive considers the defect curable, the explanation will include the process by which the defect may be cured and allow the Settlement Class Member to re-submit a new

postage pre-paid, Pre-Filled Paper Claim Form to correct the deficiency that must be postmarked no later than 30 days after the Settlement Administrator's letter. If Progressive considers the defect in the original Claim Form non-curable, or considers the new Pre-Filled Paper Claim Form not to correct the deficiency, the letter will inform the Settlement Class Member of the right to contest the determination by mailing a written explanation to the Settlement Administrator as to why Progressive's determination was incorrect.

114. Settlement Class Members who contest Progressive's invalidity determination must postmark their explanation no later than 30 days after the Settlement Administrator's letter.

115. Within 30 days of receiving any re-submissions or contestations from Settlement Class Members to Progressive's invalidity determination, the Claim will be submitted to the Neutral Evaluator. The decision by the Neutral Evaluator shall be final and binding on Progressive and any Settlement Class Member. The Neutral Evaluator shall provide an explanation of any decision to Progressive and Class Counsel.

116. Within 10 days of the Neutral Evaluator's determination, Progressive will mail a Settlement Class Member Payment to any Settlement Class Members determined by the Neutral Evaluator to have submitted or re-submitted a Valid Claim, and the Settlement Administrator shall mail an explanation to any Settlement Class Member the Neutral Evaluator determined submitted an invalid Claim.

117. The Neutral Evaluator shall be a licensed attorney in the State of Michigan. All costs for the use of the Neutral Evaluator shall be paid exclusively by Progressive.

118. The Settlement Administrator shall establish a reasonable process to identify and remove duplicate Claim Forms and to exclude Claims submitted by Settlement Class Members who timely opt-out of the Settlement.

119. If any Settlement Class Member Payment mailed to any Potential Settlement Class Member is returned to Progressive as undeliverable, Progressive will promptly log each payment so returned and provide copies of the log to the Settlement Administrator. The Settlement Administrator will run the address through the NCOA and provide Progressive with any updated address. If there is an updated address, Progressive shall resend the Settlement Class Member Payment to that address one time. If the Settlement Class Member Payment mailing is returned to Progressive with a forwarding address, Progressive shall forward the Settlement Class Member Payment mailing to that address one time.

120. Progressive shall have no obligation to reissue checks, or otherwise pay, Settlement Class Members with Valid Claims who fails to cash their Settlement Class Member Payments within 180 days or whose Settlement Class Member Payment is returned undeliverable after it is mailed to an updated or forwarding address. Any Settlement Class Member Payments that are uncashed or unclaimed will revert to Progressive.

IX. ATTORNEYS' FEES AND COSTS AWARD AND SERVICE AWARDS

121. Class Counsel's entitlement, if any, to an Attorneys' Fee and Cost Award and the Class Representatives' entitlement, if any, to Service Awards for serving as the Class Representatives, will be determined by the Court. The terms of any such awards were not negotiated until after all material elements of the Settlement were resolved and the terms of this Settlement are not conditioned upon any maximum or minimum Attorneys' Fee and Cost Award or Service Award, except as explicitly stated herein.

122. Class Counsel shall file the Application for Attorneys' Fees, Costs, and Service Awards requesting an award of attorneys' fees payable to Class Counsel in a total amount that shall not exceed \$15,000,000.00, costs not to exceed \$460,000.00, and Service Awards to the Class

Representatives not to exceed \$10,000.00 each. With Court approval, Progressive shall pay Class Counsel \$10,000,000.00 in attorneys' fees and \$460,000.00 in costs, along with \$30,000.00 in Service Awards, all separate and apart from its obligation to pay Settlement Class Member Payments and Settlement Administration Costs. With Court approval, Class Counsel also will receive, in addition to the \$10,000,000.00 that Progressive will separately pay (or any such lesser amount awarded by the Court), \$5,000,000.00 (or any such lesser amount awarded by the Court) out of the funds for Settlement Class Members.

123. Progressive will not oppose or object to an Application for Attorneys' Fees, Costs, and Service Awards not exceeding the amounts set forth in the preceding paragraph.

124. Any Attorneys' Fees and Costs Award and Service Award made by the Court must be paid by Progressive to Class Counsel by wire transfer to an account designated by Class Counsel, on the Effective Date.

X. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

125. Not later than 45 days prior to the original date set for the Final Approval Hearing, Class Counsel will file a Motion for Final Approval of the Settlement. The Motion shall request, at minimum, the Court to enter a Final Approval Order that: (a) certifies the Settlement Class for settlement purposes only; (b) finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Agreement; (c) gives Final Approval to the Settlement and directs the Parties and counsel to comply with and consummate the terms of the Agreement; (d) finds that Class Counsel and the Plaintiffs adequately represented the Settlement Class; (e) finds that the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class Members; (f) finds that the Notice sent to the Potential Settlement Class Members complied with MCR 3.501(C) and the requirements of Due Process; (g) finds the Opt-

Out List is a complete list of all Potential Settlement Class Members who have timely requested to opt-out of the Settlement and, accordingly, neither share in nor are bound by the Settlement; (h) provides that the Plaintiffs and all Settlement Class Members, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, attorneys, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Valid Claim, and regardless of whether they have received actual notice of the Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against Defendants and the other Released Persons, and are bound by the provisions of this Agreement; (i) dismisses all claims in the Actions on the merits and with prejudice, and without attorneys' fees or costs except as provided herein, and entering Final Judgment thereon; and (j) determines the amount of the Attorneys' Fees and Costs Award to Class Counsel, and the Service Award to the Plaintiffs.

XI. REQUESTS TO OPT-OUT AND OBJECTIONS

126. Potential Settlement Class Members who wish to opt-out of the Settlement must submit timely and written requests for exclusion, the effect of which will be that the Potential Settlement Class Member is not included in the Settlement Class; is not bound by the terms of the Settlement; is not entitled to a Settlement Class Member Payment even if a Claim Form is submitted; and may pursue a separate and independent remedy against Progressive. To be effective, such a request must include the Potential Settlement Class Member's name, address, telephone number, email address (if any), an unequivocal statement the Potential Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the Potential Settlement Class Member. The opt-out request must be mailed to the Settlement Administrator at the address provided in the Notice postmarked by the Opt-Out Deadline. Requests to opt-out must be exercised

individually by the Potential Settlement Class Member and are only effective as to the individual Potential Settlement Class Member requesting to opt-out. For the avoidance of doubt, any Potential Settlement Class Member who does not timely opt-out of this Settlement will be deemed a Settlement Class Member and release the Released Claims, without any action on his or her part.

127. Plaintiffs support this Settlement and agree not to opt-out of this Settlement. Any such request shall be void and of no force or effect.

128. The Settlement Administrator shall promptly log and prepare the Opt-Out List of all Potential Settlement Class Members who properly opt-out of the Settlement Class. This list shall also include those Insureds who had opted-out of any litigation class previously certified in *Perry* or *Ubillus*. The Settlement Administrator shall submit an affidavit or declaration to the Court which includes and attests to the accuracy of the Opt-Out List no later than 10 days prior to the original date set for the Final Approval Hearing.

129. All Settlement Class Members not on this Opt-Out List submitted before the Final Approval Hearing shall be bound by this Agreement.

130. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. To be timely, the objection must be in writing and postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than the Objection Deadline. The right to object must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a group, class, or subclass. Any Settlement Class Member who submits an objection in compliance with this Agreement may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent and only if permitted by the Court.

131. To be considered, an objection to the Settlement and/or Application for Attorneys'

Fees, Costs, and Service Awards must include:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all factual and legal grounds for the objection, accompanied by any documentation supporting the factual grounds and any legal support for the objection known to the objector or objector's counsel;
- c. a statement of his or her membership in the Settlement Class;
- d. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection, and whether they will appear at the Final Approval Hearing;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- g. any and all agreements that relate to the objection or the process of

objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector’s signature (an attorney’s signature is not sufficient).

Class Counsel and/or Defendants’ Counsel may conduct limited discovery on any objector or objector’s counsel.

132. Any Settlement Class Member who does not timely file an objection waives the right to object, shall not be heard at the Final Approval Hearing, and is barred from seeking any review of the Settlement or Application for Attorneys’ Fees and Costs Award, and Service Award.

133. Settlement Class Members who object shall remain Settlement Class Members. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Settlement, including the Final Approval Order and Final Judgment.

134. The Settlement Administrator shall provide Progressive and Class Counsel a copy of each objection received by the Settlement Administrator.

XII. DENIAL OF LIABILITY

135. Progressive maintains it acted in accordance with the governing laws and regulations of the State of Michigan and abided by the terms of the applicable Automobile Insurance Policies. Progressive nonetheless has concluded that it is in its best interests that the Actions be settled on the terms and conditions set forth in this Agreement. Progressive reached

this conclusion after considering the factual and legal issues in the Actions, the substantial benefits of a final resolution of the Actions, and the expense that would be necessary to defend the Actions through the pending appeals and any subsequent proceedings that may occur.

136. Progressive believes that it stands a reasonable chance of success in the pending appeals and any subsequent appeal as to the merits and as to class certification. Progressive maintains that its defenses to liability and to class certification are meritorious. Because of the costs, resources, and time that would be incurred, Progressive asserts that it would not have settled the Actions except on a claims-made basis.

137. As a result of the foregoing, Progressive enters into this Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind, or that class certification is appropriate for any purpose other than this Settlement. This Agreement shall not be construed as an admission or concession of the truth of any of the allegations in the Actions, or of any liability, fault, or wrongdoing of any kind. The terms of this Agreement, including the claims-made nature of the Agreement, are material to Progressive's decision to settle the Actions notwithstanding its belief that its defenses are meritorious and its chances of success on appeal are significant.

XIII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

138. Upon the Effective Date, the Plaintiffs and all Settlement Class Members, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, attorneys, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim or that Claim is determined to be invalid, will be bound by the Final Approval Order and Final Judgment, and will be conclusively deemed to have fully released, acquitted, and forever discharged all Released

Persons from all Released Claims.

XIV. RETENTION OF RECORDS

139. The Settlement Administrator, Class Counsel, and Progressive shall retain copies or images of all returned Notices, Claim Forms (including Electronic Claim Forms and/or data resulting therefrom) and correspondence relating thereto, for a period of up to two years after the Effective Date. After this time, Class Counsel shall destroy any documentary records in their possession.

XV. MISCELLANEOUS PROVISIONS

140. The Parties and their counsel will not affirmatively contact the news media, issue any press release, or hold press conferences in any media to publicize, promote, or characterize the Settlement.

141. Each Party to this Agreement warrants that he, she, or it is fully authorized to enter into this Agreement, and is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Agreement.

142. The Parties and undersigned counsel agree to undertake best efforts to effectuate this Agreement and the terms of the Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.

143. The headings and captions contained in this Agreement are for reference purposes only and in no way define, extend, limit, describe, or affect the scope, intent, meaning, or interpretation of this Agreement.

144. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first day thereafter that is not a weekend or holiday.

145. Except as otherwise provided in a written amendment or modification executed by the Parties or their counsel, this Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. The Parties further agree that no representation, inducement, promise, or agreement not expressly set forth in the text of this Agreement shall be of any force or effect. As of the Effective Date, the terms of this Agreement are and shall be binding upon each of the Parties and their agents, attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class member. Until then, this Agreement is not binding on anyone except as necessary to seek approval of the Settlement.

146. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Michigan, without regard to principles of conflicts of law.

147. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated into and made parts of this Agreement.

148. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.

149. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties and/or counsel.

150. Class Counsel agree that representations, encouragements, solicitations, or other

assistance to any Person seeking exclusion from the Settlement Class or any other Person seeking to litigate with Released Persons over any of the Released Claims in this matter could place Class Counsel in a conflict of interest with the Settlement Class. Accordingly, Class Counsel and their respective firms agree not to represent, encourage, solicit, or assist any Person in opting-out of the Settlement Class. Nothing in this paragraph shall preclude or prevent Class Counsel from answering inquiries from any Potential Settlement Class Member.

151. All Confidential Information shall be protected from disclosure by Class Counsel and the Plaintiffs to any Persons other than the Settlement Administrator, the Neutral Evaluator, and any Person the Court orders be allowed to access Confidential Information. The Parties agree that Class Counsel or anyone associated with Class Counsel's firms shall not use of any of the Confidential Information in any other litigation, whether pending or future, unless independently obtained through discovery or other procedures in that litigation.

152. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied herein.

153. This Settlement Agreement is deemed to have been prepared by counsel for all Parties and to have resulted from arms' length negotiations among the Parties with the aid of a neutral mediator. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

154. The Parties each have the right to terminate this Agreement by providing written notice of their election to do so within 20 days of: (a) the Court or any appellate court(s) rejecting, modifying, or denying approval of any material portion of this Settlement, except that rejection,

modification, or disapproval of the Attorneys' Fees and Costs Award and/or Service Award does not allow Plaintiffs the right to terminate this Agreement; (b) any financial obligation being imposed on Progressive in addition to and/or greater than those accepted by Progressive in this Agreement; or (c) the Court allowing a certified class of Persons who are members of the Settlement Class to opt-out of the Settlement.

155. If more than 10% of the Potential Settlement Class Members opt-out, Progressive reserves the right to terminate this Settlement. If Progressive elects to exercise its right to terminate the Settlement for this reason, Progressive must exercise that right no later than 14 days after the Opt-Out Deadline.


156. This Agreement may be amended or modified only by a written instrument signed by all Parties or their counsel. Amendments and modifications may be made without additional notice to the Potential Settlement Class Members, unless such notice is required by the Court. The terms of this Agreement, including the claims-made structure, are material terms.

SIGNATURE PAGE FOLLOWS


GonzaloUbillus (Jul 17, 2024 14:58 EDT)


Gonzalo E. Ubillus

Date: Jul 17, 2024


angela carter (Jul 16, 2024 17:08 EDT)

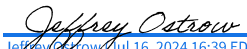
Angela Perry

Date: Jul 16, 2024


Michael peterson (Jul 16, 2024 17:35 CDT)

Michael Peterson

Date: Jul 16, 2024


Jeffrey Ostrow (Jul 16, 2024 16:39 EDT)

Jeff Ostrow

*Counsel for Plaintiffs Angela Perry
and Michael Peterson*

Date: Jul 16, 2024


Scott Jeeves (Jul 16, 2024 19:02 EDT)

Scott Jeeves

Counsel for Plaintiff Gonzalo E. Ubillus

Date: Jul 16, 2024



Karl Bekeny

*For Progressive Michigan Insurance
Company and Progressive Marathon
Insurance Company, and as
Counsel for Defendants*

Date: 7/16/2024

INDEX TO EXHIBITS

Ex 1 – Proposed Preliminary Approval Order

Ex 2 – First Postcard Notice

Ex 3 – Second Postcard Notice

Ex 4 – First Email Notice

Ex 5 – Second Email Notice

Ex 6 – Long Form Notice

Ex 7 – Blank Paper Claim Form

Ex 8 – Blank Electronic Claim Form

Ex 9 – Pre-Filled Electronic Claim Form / Pre-Filled Paper Claim Form

EXHIBIT 1

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

CLASS ACTION

Consolidated with-

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

Plaintiffs,

v.

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

Defendants.

Case No. 2022-000971-CK
Hon. Timothy Connors

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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Attorneys for Defendant

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

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

Date: _____

Present: _____

Hon. Timothy Connors
Circuit Court Judge

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court has carefully reviewed the record, including the motion, the Settlement Agreement and Release and its attached exhibits.

WHEREAS, Plaintiffs Gonzalo E. 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;

NOW, THEREFORE, based on the Agreement, and the files, records, and proceedings in these cases, and it appearing to the Court that a Final Approval hearing should be held on whether the proposed Settlement contained in the Agreement should be finally approved as fair, reasonable, and adequate;

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

1. The Agreement (including Exhibits) is incorporated by reference in this Order, and all terms the Agreement defines have the same meaning in this Order.

2. **Preliminary Approval of Settlement.** The Court preliminarily approves the Settlement as within the range of possible final approval, and as meriting submission to the Settlement Class for its consideration. The proposed Settlement terms are within the range of fairness, reasonableness, and adequacy under the circumstances to warrant providing Notice to the Settlement Class. 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.

3. **Jurisdiction.** This Court has jurisdiction over these Actions and all Parties, including Plaintiffs and all Potential Settlement Class Members.

4. **Conditional Certification of Settlement Class.** The Court previously certified a class against Progressive Marathon in *Ubillus*. See *Gonzalo E. Ubillus v. Progressive Marathon Insurance Company*, Case No. 19-000741-CK (Jan. 6, 2023) (order granting class certification). In *Perry*, the Court certified one class against Progressive Marathon and one class against Progressive Michigan. See *Angela Perry et al. v. Progressive Michigan Insurance Company et al.*, Case No. 2022-000971-CK (Mar. 7, 2023) (order granting class certification). The Parties propose a Settlement Class that is materially similar to the classes previously certified in the Actions.

5. For settlement purposes only, the Court conditionally 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.

6. 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 this Action, 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 opt-out of the Settlement Class.

7. The Class Period is (a) July 18, 2013, through the date of Preliminary Approval for Progressive Marathon, and (b) July 18, 2016, through the date of Preliminary Approval for Progressive Michigan

8. Under MCR 3.501(A)(1)(a), the Potential Settlement Class Members are so numerous that joinder of all members is impracticable;

9. 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;

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

11. 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

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

13. Gonzalo E. Ubillus, Michael Peterson, and Angela Perry are preliminarily appointed Class Representatives for the Settlement Class.

14. The following attorneys, all of whom were appointed as counsel for the previously certified classes in either *Ubillus* or *Perry*, are preliminarily 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, McGhehee, Palmer, Bonanni & Rivers, P.C., and Casim Neff of Neff Insurance Law, PLLC.

15. **Notice Program, Claims Process, and Claim Forms.** The Court approves, as to form and content, Notices substantially in the forms attached as *Exhibits 2-6* to the Agreement, as well as Claim Forms substantially in the form attached as *Exhibits 7-9*. The Parties have discretion to jointly make non-material minor revisions to the Notices and Claim Forms before publishing.

16. The Court finds the Notice Program specified in the Agreement is 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. This Notice Program also satisfies the due process requirements of the Michigan and United States Constitutions, as well as

the requirements of MCR 3.501(C). The Parties and Settlement Administrator shall comply with this Notice Program, including its procedures for Notices returned as undelivered due to an incorrect address.

17. Notice of the proposed Settlement shall not be provided to Insureds who opted-out of any litigation class previously certified in *Ubillus* or *Perry* because they already excluded themselves from the Actions.

18. To be timely, the Pre-Filled Paper Claim Form or Blank Claim Form must be postmarked on or before the Claim Deadline as specified in the Agreement. The Pre-Filled Electronic Claim Form or Blank Electronic Claim Form must be submitted electronically on the Settlement Website on or before 11:59 p.m. EST on the Claim Deadline, after which the Settlement Administrator shall deactivate the portal for submitting an Electronic Claim Form.

19. **Settlement Administrator.** The Court approves, and designates as Settlement Administrator, A.B. Data Group. Class Counsel and Progressive may by written agreement substitute a different organization as Settlement Administrator, subject to approval by the Court. Absent agreement, either Class Counsel or Progressive may move the Court to substitute a different entity as Settlement Administrator, upon a showing of good cause. The Settlement Administrator must perform all obligations imposed by the Agreement, including:

- a. Sending the Email Notice, Reminder Email Notice, Postcard Notice, and Reminder Postcard Notice, to the Potential Settlement Class Members, in the manner specified in the Notice Program;
- b. Processing opt-out requests and objections to the Settlement;
- c. Implementing the Claim process, in the manner specified in the Agreement;
- d. The creation of a Settlement Website that shall contain: the Agreement; the

Long Form Notice; a downloadable Blank Paper Claim Form;; the signed Preliminary Approval Order; and answers to frequently asked questions. The Settlement Administrator must add to the Settlement Website all other material settlement-related filings, including the Motion for Final Approval and the Application for Attorneys' Fees, Costs, and Service Awards. The Settlement Website must also contain Spanish translations of the Long Form Notice and Blank Paper Claim Form. The Settlement Website shall remain accessible until 180 days after all Settlement Class Member Payments are made.

e. Additionally, the Settlement Website shall have: (i) a "Make A Claim" button permitting a Potential Settlement Class Member to access, electronically sign, and submit a Pre-Filled Electronic Claim Form, (ii) a method to access, fill out, electronically sign and submit a Blank Electronic Claim Form with an electronic signature because a Potential Settlement Class Member does not have an Unique ID, and (iii) a method to request that a Blank Paper Claim Form be mailed or emailed to the Potential Settlement Class Member.

f. The Settlement Administrator shall also maintain a toll-free IVR telephone system as further described in the Notice Program, along with a post office box for receiving opt-out requests, objections, and any other settlement-related communications. The Settlement Administrator shall promptly provide copies of all such settlement-related communications to Class Counsel and Defendants' Counsel.

20. **Final Approval Hearing.** A Final Approval Hearing shall be held before this Court at [_____] on [_____], 2024 at the 22nd Circuit Court in Washtenaw County, 101 E. Huron Street, Ann Arbor, MI 48107-8645, or via video or teleconference. The Final Approval Hearing will address whether to enter a Final Approval Order that: (a) finally certifies the Settlement Class

for settlement purposes only; (b) finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Agreement; (c) gives Final Approval to the Settlement and directs the Parties and counsel to comply with and consummate the terms of the Agreement; (d) finds Class Counsel and the Plaintiffs adequately represented the Settlement Class; (e) finds the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class Members; (f) finds that the Notice sent to the Settlement Class members complied with MCR 3.501(C) and the requirements of Due Process; (g) finds the Opt-Out List is a complete list of all Potential Settlement Class Members who have timely requested to opt-out of the Settlement and, accordingly, neither share in nor are bound by the Settlement; (h) provides that the Plaintiffs and all Settlement Class Members, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, attorneys, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Valid Claim, and regardless of whether they have received actual notice of the Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against Progressive and the other Released Persons, and are bound by the provisions of this Agreement; (i) dismisses all claims in the Actions on the merits and with prejudice, and without attorneys' fees or costs except as provided herein, and entering Final Judgment thereon; and (j) determines the amounts of the Attorneys' Fees and Costs Award to Class Counsel and the Service Awards to the Plaintiffs.

21. **Filing of Claims.** Valid and completed Claim Forms must be submitted by the Claim Deadline, which is 15 days after the original date set for the Final Approval Hearing. Any errors or other deficiencies identified with completed Claim Forms shall be addressed in the manner specified in the Agreement.

22. Opt-Out Requests.

a. Any Potential Settlement Class Member who wishes to be excluded, meaning opt-out, from the Settlement Class and thus not bound by the terms of the Agreement must submit an opt-out request. To be effective, such a request must include the Potential Settlement Class Member's name, address, telephone number, email address (if any), an unequivocal statement the Potential Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the Potential Settlement Class Member. The request must be mailed to the Settlement Administrator and postmarked by the Opt-Out Deadline, which is 30 days before the original date set for the Final Approval Hearing. For the avoidance of doubt, any Potential Settlement Class Member who does not timely opt-out of this Settlement will be deemed a Settlement Class Member and release the Released Claims.

b. No one may exercise opt-out rights on behalf of any other person—whether as agent or representative or another or otherwise—except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization. No opt-out will be effective except as to the individual Potential Settlement Class Member requesting to opt-out of the Settlement Class. Thus, no one may exclude other Insureds within the Settlement Class as a group, class, or in the aggregate.

c. Any Potential Settlement Class Member who elects to opt-out shall not receive any benefits of the Settlement, shall not be bound by the terms of the Agreement, and shall have no standing to object to the Settlement or the Application for Attorneys' Fees, Costs, and Service Award.

d. No later than 10 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall submit an affidavit or declaration to the Court which includes

the Opt-Out List and attests to the accuracy of that list.

23. Objections.

a. Any Settlement Class Member who does not submit a valid and timely opt-out request may submit an objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Award. To be considered, the written objection must satisfy the requirements specified in the Long Form Notice. An objection request must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than the Objection Deadline, which is 30 days before the original date set for the Final Approval Hearing.

b. Any Settlement Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense, provided an objection is timely filed. Each objections shall contain the following:

- i. the objector's full name, mailing address, telephone number, and email address (if any);
- ii. all factual and legal grounds for the objection, accompanied by any documentation supporting the factual grounds and any legal support for the objection known to the objector or objector's counsel;
- iii. a statement of his or her membership in the Settlement Class;
- iv. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

- v. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection, and whether they will appear at the Final Approval Hearing;
- vi. the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- vii. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- viii. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- ix. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- x. the objector's signature (an attorney's signature is not sufficient).

The Parties may conduct limited discovery on any objector or objector's counsel. The Parties shall file their response to timely filed objections no later than 5 days prior to the original date set for the Final Approval Hearing.

c. Any Settlement Class Member who does not timely file a written objection that complies with the requirements of this Order, the Agreement, and Long Form Notice shall not be

heard at the Final Approval Hearing, and is barred from seeking any review of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

d. No one may object on behalf of any other person—whether as agent or representative or another or otherwise—except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization. No objection will be effective except as to the individual Settlement Class Member who objects. Thus, no one may object on behalf of other Insureds within the Settlement Class as a group, class, or in the aggregate.

e. The Settlement Administrator will give Progressive and Class Counsel a copy of each objection with supporting documentation received by the Settlement Administrator.

f. Settlement Class Members who object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards shall remain Settlement Class Members and waive their right to pursue an independent remedy against Progressive and the other Released Persons. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order.

24. **Final Approval and Application for Attorneys' Fees, Costs, and Service Awards.** Plaintiffs shall file their Motion for Final Approval of the Settlement, and Class Counsel shall file their Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the original date set for the Final Approval Hearing. The motion and application and all supporting documentation shall be simultaneously posted to the Settlement Website. Defendants have no obligation to make a separate filing in support of the Motion for Final Approval, but they may do so if they desire.

25. If the proposed Settlement is not finally approved by the Court, the Settlement does

not become effective, or if the Settlement becomes null and void or terminates pursuant to its terms, this Order and all later orders entered in connection with the Settlement shall become null and void and shall not be used or referred to for any purposes whatsoever in these Actions or in any other case or controversy. In this event, the Agreement and all negotiations and proceedings related to it shall be deemed to be without prejudice to the rights of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Agreement.

26. Progressive maintains all defenses to class certification and this Order shall not be used as evidence or be construed as relevant to whether litigation classes, including the previously certified classes, should have been certified for class treatment.

27. The Class Representatives, all Potential Settlement Class Members, and any Persons purporting to act on their behalf are preliminarily enjoined from commencing, prosecuting, or continuing to litigate any action asserting against any of the Released Persons any of the claims made in the Action or the Released Claims, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any court, agency, or other authority or forum wherever located.

28. Further proceedings in the Actions are stayed, except that the Parties are authorized to use all reasonable procedures in connection with the administration of the proposed Settlement that are not materially inconsistent with either this Order or the terms of the Agreement.

29. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Potential Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by Order of the Court. However, any continuance by the Court will be noted on the Settlement

Website.

30. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement

31. Based on the foregoing, the Court sets the following schedule of actions which must precede the Final Approval Hearing:

EVENT	DATE
Completion of Notice Program	_____, 2024 (60 days before the original date set for the Final Approval Hearing)
Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	_____, 2024 (45 days before the original date set for the Final Approval Hearing)
Opt-Out Deadline	_____, 2024 (30 days before the original date set for the Final Approval Hearing)
Objection Deadline	_____, 2024 (30 days before the original date set for the Final Approval Hearing)
Parties to Respond to Objections	_____, 2024 (5 days before the original date set for the Final Approval Hearing)
Final Approval Hearing	_____, 2024 at _: _ a.m./p.m. (a date no sooner than 120 days after Preliminary Approval)
Claim Deadline	_____, 2024 (15 days after the original date set for the Final Approval Hearing)

IT IS SO ORDERED on March __, 2023.

Hon. Timothy Connors
Circuit Court Judge

EXHIBIT 2

COURT-ORDERED LEGAL NOTICE

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

Ubillus/Perry v. Progressive Settlement
c/o Settlement Administrator for
Michigan Circuit Court
P.O. Box 173063
Milwaukee, WI 53217

NOTICE ID#: [NoticeID]
[FirstName] [LastName]
[Attention]
[Address 1]
[Address 2]
[City], [State] [Zip Code]
[Country Code]

Complete and return the enclosed form by [Month 00, 2024] to receive a payment.

You may have previously received a notice that you might be a class member in a class action against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company (“Progressive”). There is now a Settlement that will resolve claims in two lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK. This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies it did anything wrong.

Why am I getting this notice? You have been identified as a Potential Settlement Class Member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through [Month 00, 2024]; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through [Month 00, 2024].

Settlement Terms. The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys’ fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys’ fees, and will be adjusted upward if the attorneys’ fee award is \$12,500,000 or less.

How do I make a claim to receive payment? You must complete and mail the attached Claim Form (postage is pre-paid) or you can submit your Claim Form online at www.UbillusPerryTotalLossClassAction.com using your Unique ID. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, [Month 00, 2024]. Progressive has the right to audit claims for accuracy.

What are my options? You can opt out to preserve your right to pursue an individual case against Progressive, object to the Settlement, make a claim, or do nothing. The deadline to opt out or object is [Month 00, 2024]. You can make a claim even if you object. The Court will hold a Final Approval Hearing on [Month 00, 2024], to consider approval of the Settlement and the requests for attorneys’ fees, costs, and Service Awards. You or your own lawyer may appear and speak at the hearing at your own expense.

How do I get more information? Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more information in the Long Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT CLAIM FORM

FILL OUT EACH SECTION OF THIS FORM, SIGN WHERE INDICATED, CAREFULLY TEAR AT PERFORATION, AND MAIL. FORMS MUST BE POSTMARKED BY **MONTH DAY YEAR**. YOU MAY ALSO COMPLETE YOUR CLAIM FORM ONLINE AT WWW.UBILLUSPERRYTOTALLOSSCLASSACTION.COM.

Name & Address: [PREFILL]

UNIQUE ID: [PREFILL]

Date(s) of Loss: [PREFILL]; [PREFILL]; [PREFILL]

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

ADDRESS (if different from above)

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: (____)____-____ EMAIL ADDRESS: _____

AFFIRMATION (REQUIRED): BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

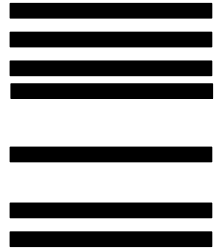
SIGNATURE: _____ DATE: ____/____/____

PRINT NAME: _____

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 1000 MILWAUKEE WI

POSTAGE WILL BE PAID BY ADDRESSEE



UBILLUS/PERRY V. PROGRESSIVE
SETTLEMENT

C/O A.B. DATA
P.O. BOX 173063
MILWAUKEE, WI 53217-9904



EXHIBIT 3

COURT-ORDERED LEGAL NOTICE

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

Reminder: Complete and return the enclosed form by [Month 00, 2024] to receive a payment.

Ubillus/Perry v. Progressive Settlement
c/o Settlement Administrator for
Michigan Circuit Court
P.O. Box 173063
Milwaukee, WI 53217

NOTICE ID#: [NoticeID]
[FirstName] [LastName]
[Attention]
[Address 1]
[Address 2]
[City], [State] [Zip Code]
[Country Code]

This is a reminder notice that you may have a claim in a class action Settlement with Progressive Michigan Insurance Company and Progressive Marathon Insurance Company (“Progressive”). The Settlement resolves claims in two class action lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.

Why am I getting this notice? You have been identified as a Potential Settlement Class Member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through [Month 00, 2024]; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through [Month 00, 2024].

What is this lawsuit about? This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy in Michigan by failing to include a Sales Tax Payment, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies it did anything wrong.

What can I receive from the Settlement? The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys’ fees, and will be adjusted upward if the attorneys’ fee award is \$12,500,000 or less .

How do I make a claim? If you have not yet submitted a Claim Form, you must complete and mail the attached Claim Form (postage is pre-paid) or submit your completed Claim Form online at www.UbillusPerryTotalLossClassAction.com to make a claim. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, [Month 00, 2024]. Progressive has the right to audit claims for accuracy.

Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more detailed information in the Long Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

THIS IS ONLY A REMINDER: IF YOU ALREADY SUBMITTED A CLAIM FORM, YOU DO NOT NEED TO DO ANYTHING ELSE TO GET A PAYMENT.

1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT CLAIM FORM

FILL OUT EACH SECTION OF THIS FORM, SIGN WHERE INDICATED, CAREFULLY TEAR AT PERFORATION, AND MAIL. FORMS MUST BE POSTMARKED BY **MONTH DAY YEAR**. YOU MAY ALSO COMPLETE YOUR CLAIM FORM ONLINE AT **WWW.UBILLUSPERRYTOTALLOSSCLASSACTION.COM**.

Name & Address: [PREFILL]

UNIQUE ID: [PREFILL]

Date(s) of Loss: [PREFILL]; [PREFILL]; [PREFILL]

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

ADDRESS (if different from above)

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: (____)____ - _____ EMAIL ADDRESS: _____

AFFIRMATION (REQUIRED): BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

SIGNATURE: _____ DATE: ____/____/____

PRINT NAME: _____

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 1000 MILWAUKEE WI

POSTAGE WILL BE PAID BY ADDRESSEE



UBILLUS/PERRY V. PROGRESSIVE
SETTLEMENT

C/O A.B. DATA
P.O. BOX 173063
MILWAUKEE, WI 53217-9904



EXHIBIT 4

Subject: Notice of Proposed Class Action Settlement

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

How do I make a claim to receive payment?

To make a claim, click (here), enter your Unique ID [Unique ID], and complete and submit your Claim Form online. You can also print and submit your completed Claim Form by mail. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, **[Month 00, 2024]**. Your Claim Form may be audited by Progressive for accuracy.

Why am I getting this notice?

You may have previously received a notice that you might be a class member in a class action against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company (“Progressive”). There is now a Settlement that will resolve claims in two lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.

You have been identified as a potential Settlement Class member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through **[Month 00, 2024]**; or (b) a Progressive Michigan Automobile Insurance Company in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through **[Month 00, 2024]**.

What is this lawsuit about?

This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.

Settlement Terms

The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys’ fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000.00 and but no more than \$15,000,000 for attorneys’ fees, and will be adjusted upward if the attorneys’ fee award is \$12,500,000.00 or less.

What are my options?

You can opt out of the Settlement Class to preserve your right to pursue an individual case against Progressive, object to the Settlement, make a claim, or do nothing. The deadline to opt out or object is **[Month 00, 2024]**. You can make a claim even if you object, but not if you opt out. The Court will hold a Final Approval Hearing on **[Month 00, 2024]**, to consider if it will approve the Settlement and the requests for attorneys' fees, costs, and Service Awards. You or your own lawyer may appear and speak at the hearing at your own expense.

What do I do if I already made a claim by mail?

You may have previously received, or will receive, a postcard notice with a detachable Claim Form allowing you to make a claim by mail. If you make a claim by mail, do not submit a claim electronically. Please submit only one Claim Form.

How do I get more information?

Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more detailed information in the Long Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

EXHIBIT 5

Subject: Reminder Notice to Claim a Payment in Progressive Settlement

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

REMINDER: Claim your payment by [Month 00, 2024].

How do I make a claim to receive payment? If you have not yet submitted a Claim Form, click (here), enter your Unique ID [Unique ID], and complete and submit your Claim Form online. You can also submit your completed Claim Form by mail. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, [Month 00, 2024]. Your Claim Form may be audited by Progressive for accuracy.

If you already submitted a claim, you do not need to submit another Claim Form.

What can I receive from the Settlement? The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys' fees, and will be adjusted upward if the attorneys' fee award is \$12,500,000 or less.

Why am I getting this reminder? You have been identified as a potential Settlement Class member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through [Month 00, 2024]; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through [Month 00, 2024].

You may have previously received a Postcard Notice and/or an Email Notice about this class action settlement. As noted above, if you already submitted a claim, you can ignore this reminder.

What is this lawsuit about? The Settlement is with Progressive Michigan Insurance Company and Progressive Marathon Insurance Company ("Progressive") in two class action lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK. This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.

Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more detailed information in the Long Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

THIS IS ONLY A REMINDER: IF YOU ALREADY SUBMITTED A CLAIM FORM BY MAIL OR ONLINE, YOU DO NOT NEED TO DO ANYTHING ELSE TO GET A PAYMENT.

1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

EXHIBIT 6

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

IMPORTANT CLASS ACTION NOTICE – PLEASE READ CAREFULLY

A state court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in two class action lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.
- This Settlement will resolve the claims of all Settlement Class Members against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company (“Progressive”) involving Covered Total Loss Claims under an Automobile Insurance Policy. The lawsuits allege that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.
- You may be included in the Settlement Class if either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through [Month 00, 2024]; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through [Month 00, 2024].
- The Settlement will make available up to \$61,000,000.00 million for the benefit of Settlement Class Members who submit Valid Claims. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys’ fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys’ fees, and will be adjusted upward if the attorneys’ fee award is \$12,500,000 or less. Progressive has the right to audit Claims for accuracy.
- **Your legal rights are affected even if you do nothing. Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS

SUBMIT A CLAIM	The only way to get a Settlement Class Member Payment is to submit a Valid Claim. Claims must be submitted electronically by 11:59 p.m. ET on, or be postmarked by, [Month 00, 2024].
OPT-OUT	Exclude yourself from the Settlement Class and receive no money from the Settlement. This is the only choice that allows you to bring or join another lawsuit against Progressive relating to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy. You may not submit a claim or object to the Settlement if you exclude yourself. Opt-out requests must be postmarked by [Month 00, 2024].
OBJECT	Write to the Court about why you don't like the Settlement, the amount of attorneys' fees and costs, or the Service Awards to the Class Representatives. Objections must be postmarked by [Month 00, 2024]. You may still submit a Claim for a Settlement Class Member Payment, and you will still be bound by the Settlement if it is approved by the Court. You cannot, however, opt-out and also object.
GO TO A HEARING	If you object, you may ask to speak in Court at the Final Approval Hearing about the fairness of the Settlement, the amount of attorneys' fees and costs, or the Service Awards to the Class Representatives. If you want your own attorney to represent you, you must pay for that attorney. Your objection must give notice of your intent to appear.
DO NOTHING	Get no payment. You will release your claims, and you will have no right to sue later for the claims released by the Settlement.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. The deadlines may be moved or modified, so please check the Settlement website at www.UbillusPerryTotalLossClassAction.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to finally approve the Settlement. Settlement Class Member Payments will be made to those who qualify and submit a Valid Claim, if the Court approves the Settlement and after any appeals are resolved in favor of upholding the Settlement. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why should I read this Notice?
2. What are these lawsuits about?
3. Who is involved?
4. Why is there a Settlement?
5. If I act on my rights in this Settlement, will it affect my insurance policy with Progressive?

WHO IS IN THE SETTLEMENT

6. Am I part of the Settlement?
7. If I excluded myself previously, am I still part of the Settlement?
8. What if I am still not sure if I'm included?

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?
10. What can I get from the Settlement?
11. When will I get my payment?

HOW TO RECEIVE A PAYMENT

12. How can I get a payment?

EXCLUDING YOURSELF (“OPTING-OUT”) FROM THE SETTLEMENT

13. How do I opt-out from the Settlement Class?
14. If I opt-out, can I still get a payment?
15. If I opt-out, will the lawyers for the Settlement Class still represent me?
16. If I don't opt-out, can I sue Progressive for the same thing later?
17. What am I giving up to stay in the Settlement?

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?
19. Should I get my own lawyer?
20. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT

21. How can I tell the Court if I do not like the Settlement?
22. What is the difference between objecting and asking to opt-out?

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?
24. Do I have to come to the hearing?
25. May I speak at the hearing?

IF YOU DO NOTHING

26. What happens if I do nothing?

GETTING MORE INFORMATION

27. How can I get more information?

BASIC INFORMATION

1. Why should I read this Notice?

You may have previously received a notice that you might be a class member in a class action against either Progressive Marathon Insurance Company alone, or Progressive Marathon and Progressive Michigan Insurance Company (collectively, “Progressive”).

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

The Court authorized this Notice because you have a right to know about a proposed Settlement in two lawsuits. Those lawsuits are *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK. A Settlement Class has been certified in those lawsuits. You are a Potential Settlement Class Member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through [Month 00, 2024]; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through [Month 00, 2024].

If you are a Potential Settlement Class Member, you will be bound by the Settlement and judgment in these lawsuits, unless you timely request to be excluded from the Settlement Class, regardless of whether you submit a claim for payment.

2. What are these lawsuits about?

The *Ubillus* and *Perry* cases allege that Progressive Marathon and Progressive Michigan breached their Automobile Insurance Policies by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.

“Actual Cash Value” is determined by the fair market value, age, and condition of the Total Loss vehicle at the time the loss occurs, as calculated by Progressive during the Total Loss settlement process and before the application of the deductible and inclusion of any Sales Tax Payment or Fees. As to each Potential Settlement Class Member’s Total Loss vehicle, Plaintiffs do not contest Progressive’s calculation of its Actual Cash Value.

“Certificate of Title Fee” means the \$15.00 fee for applying for a certificate of title in the State of Michigan during the Class Period under MCL §§ 257.217 and 257.806.

“Sales Tax Payment” is calculated pursuant to MCL § 205.52(1) by applying a 6% tax rate to the Actual Cash Value assigned by Progressive to the Potential Settlement Class Member’s Total Loss vehicle.

“Total Loss” means an insured vehicle that sustained damage which Progressive determined:

(a) would cost 75% or more of the vehicle's Actual Cash Value to repair; or (b) was stolen and either not recovered or recovered with one or more major component parts missing, destroyed, or damaged and not salvageable.

"Vehicle Registration Transfer Fee" means the \$8.00 fee *before* September 29, 2020, or the \$10.00 fee *on or after* September 29, 2020, for applying to transfer the registration of a vehicle in the State of Michigan under MCL § 257.809.

3. Who is involved?

The people who filed the *Ubillus* and *Perry* cases on behalf of the Settlement Class, called "Class Representatives," are Gonzalo Ubillus, Angela Perry, and Michael Peterson. The people who sued are also called the "Plaintiffs." The companies they sued (in these cases, Progressive Marathon and Progressive Michigan) are the "Defendants" and may be referred to together as Progressive.

4. Why is there a Settlement?

The cases have not been finally resolved in favor of the Plaintiffs or Progressive, and issues in both cases were on appeal when the Parties participated in substantial settlement discussions, including before a third-party mediator. This Settlement was reached as a result of those discussions. By agreeing to the Settlement, the Parties avoid the risks and costs of further litigation, including current and future appeals and a trial. Plaintiffs and Class Counsel believe the terms and conditions of this Settlement are fair, reasonable, and adequate, and that this Settlement is in the best interests of Plaintiffs and the Settlement Class. Settlement Class Members with Valid Claims receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Progressive did anything wrong.

5. If I act on my rights in this Settlement, will it affect my insurance policy with Progressive?

Your rights under your Automobile Insurance Policy are affected only as to Covered Total Loss Claims within the Class Period. As to Covered Total Loss Claims within the Class Period, this Settlement affects your rights unless you exclude yourself from the Settlement Class. Aside from any Covered Total Loss Claim(s) you may have made within the Class Period(s), your rights under any current insurance policy with Progressive will not be affected.

WHO IS IN THE SETTLEMENT?

6. Am I part of the Settlement?

As mentioned above, you are a Potential Settlement Class Member if you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through [Month 00, 2024]; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through [Month 00, 2024].

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 this Action, 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 opt-out of the Settlement Class.

If you received notice of these lawsuits by mail and/or email, Progressive's records indicate you may be a Potential Settlement Class Member.

7. If I excluded myself previously, am I still part of the Settlement?

If you previously excluded yourself by opting-out of the certified class in either *Ubillus* or *Perry* in 2023, you are not included in the Settlement.

If you did not previously opt-out and want to keep your right to bring or join another lawsuit against Progressive relating to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy, you must opt-out from the Settlement. If you opt-out, you will not be eligible to submit a Claim Form to get any money from the Settlement.

If you want to remain in the Settlement, you do not need to take any action. You must submit a Claim to request a Settlement Class Member Payment (*see* Question 12).

8. What if I am still not sure if I'm included?

If you are not sure whether you are included in the Settlement Class, or if you have any other questions, visit www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159. You may also mail questions to the Settlement Administrator at Ubillus Perry Total Loss Settlement, c/o A.B. Data, Ltd., P.O. Box 173063, Milwaukee, WI 53217 or email info@UbillusPerryTotalLossClassAction.com.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will make available up to \$61,000,000 for the benefit of Settlement Class Members. The amount represents 65% of the Sales Tax Payments, Certificate of Title Fees, and and/or Vehicle Registration Transfer Fees sought by Potential Settlement Class Members.

Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys' fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from

Visit www.UbillusPerryTotalLossClassAction.com or Call 877-390-3159.
Para Un Notificacion en Español, Lamar o Visitar Nuestro Website.

amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be (a) 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000.00 but no more than \$15,000,000.00 for attorneys' fees; (b) 55% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$10,000,000.00 but no more than \$12,500,000.00 for attorneys' fees; and (c) 65% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded \$10,000,000.00 or less for attorneys' fees (see Question 10).

The Settlement Agreement has more information and is available at www.UbillusPerryTotalLossClassAction.com.

10. What can I get from the Settlement?

You can get a Settlement Class Member Payment if you submit a valid Claim Form (*see* Question 12).

If the Court approves payment of over \$12,500,000.00 but no more than \$15,000,000.00 for attorneys' fees, Progressive will pay 45% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 45% of the Sales Tax Payment; (b) \$6.75 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$3.60 towards each Settlement Class Member's Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$4.50 towards that fee for total losses occurring on or after September 29, 2020.

If the Attorneys' Fees and Costs Award is over \$10,000,000.00 but no more than \$12,500,000.00, Progressive will pay 55% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 55% of the Sales Tax Payment; (b) \$8.25 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$4.40 towards each Settlement Class Member's Vehicle Registration Fee for total losses occurring before September 29, 2020, or \$5.50 towards that fee for total losses occurring on or after September 29, 2020.

If the Attorneys' Fees and Costs Award is \$10,000,000.00 or less, Progressive will pay 65% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 65% of the Sales Tax Payment; (b) \$9.75 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$5.20 towards each Settlement Class Member's Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$6.50 towards that fee for total losses occurring on or after September 29, 2020.

11. When will I get my payment?

Settlement Class Members who submit Valid Claims will receive their Settlement Class Member Payments by check from Progressive only after the Court grants Final Approval to the Settlement and any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A PAYMENT

12. How can I get a payment?

To get a payment from the Settlement, you must complete and submit a Claim Form by [Month 00, 2024]. A Postcard Notice and Email Notice (if Progressive had an email address) with a Unique ID was sent to Insureds that Progressive's records indicate may be Potential Settlement Class Members.

You are encouraged to use your Unique ID to complete and submit your Pre-filled Electronic Claim Form online at www.UbillusPerryTotalLossClassAction.com. If you do not know your Unique ID, you can call 1-877-390-3159 for help.

Alternatively, if you received a Postcard Notice, it included a detachable Pre-Filled Paper Claim Form that you can complete, sign, and return by mail. Claim Forms submitted by mail must be sent to Ubillus Perry Total Loss Settlement, c/o A.B. Data, Ltd., P.O. Box 173063, Milwaukee, WI 53217.

If you did not receive, have misplaced, or discarded the Postcard Notice or Email Notice, a Blank Paper Claim Form, which must be mailed to the address above, or Blank Electronic Claim Form to be submitted online, is available at www.UbillusPerryTotalLossClassAction.com or by calling 1-877-390-3159.

Claim Forms must be submitted electronically by 11:59 p.m. ET on, or postmarked by, no later than [Month 00, 2024]. Progressive reserves the right to audit your Claim Form for accuracy.

Only one valid Claim Form will be accepted per Settlement Class Member. If you had more than one Covered Total Loss Claim during the Class Period, your Claim Form will cover all such claims.

EXCLUDING YOURSELF (“OPTING-OUT”) FROM THE SETTLEMENT

If you want to keep the right to bring or join another lawsuit against Progressive relating to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy, then you must take steps to get out of the Settlement. This is called excluding yourself – also referred to as “opting-out” of the Settlement Class. You won't get a payment from this Settlement if you opt-out.

13. How do I opt-out of the Settlement Class?

To opt-out of the Settlement Class, you must send a written request for exclusion postmarked by [Month 00, 2024], to:

Ubillus/Perry Total Loss Settlement
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

Your request for exclusion *must* contain:

- Your full name, address, telephone number, and email address (if you have one);
- Your Unique ID from your notice (if you have one);

Visit www.UbillusPerryTotalLossClassAction.com or Call 877-390-3159.
Para Un Notificacion en Español, Lamar o Visitar Nuestro Website.

- A brief statement that you want to be excluded from the Settlement Class in *Ubillus v. Progressive Marathon Insurance Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK; and
- Your signature.

Only individual requests to opt out of the Settlement Class on a personal basis are allowed. “Mass” or “class” opt-outs are not allowed according to the terms of the Settlement.

If you do not follow these procedures by the above-stated Opt-Out Deadline, you will remain in the Settlement Class and will be bound by the Court’s orders in these cases and by the Settlement Agreement if it receives Final Approval from the Court, even if you do not submit a Claim Form.

14. If I opt-out, can I still get a payment?

No. You will not get a payment if you opt-out of the Settlement Class.

15. If I opt-out, will the lawyers for the Settlement Class still represent me?

No. Class Counsel (*see* Question 18) will no longer represent you if you opt-out. If you bring your own lawsuit against Progressive after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claim. If you exclude yourself so you can start or continue your own lawsuit against Progressive, you should talk to your own lawyer soon, because your claim may be subject to a statute of limitations deadline for filing a lawsuit.

16. If I don’t opt-out, can I sue Progressive for the same thing later?

No. If the Court approves the proposed Settlement and you do not opt-out, you give up (or “release”) the right to sue Progressive for claims that arise out of or relate to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy.

17. What am I giving up to stay in the Settlement?

If the Settlement becomes final, you can’t sue Progressive or be part of any other lawsuit against Progressive that arises out of or relates to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy. Unless you opt-out, all orders of the Court will bind you, as will the terms of the Settlement if approved by the Court.

The Settlement Agreement describes the specific claims you give up if you remain in the Settlement. You can review a copy of the Settlement Agreement at www.UbillusPerryTotalLossClassAction.com. Please read it carefully.

If you have any questions, you can talk to the lawyers listed in Question 18 for free or you can talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers as “Class Counsel”:

Roger L. Mandel Scott R. Jeeves JEEVES MANDEL LAW GROUP, P.C. 2132 Central Ave. St. Petersburg, FL 33712	Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 W. Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301
Michael L. Pitt PITT, MCGEHEE, PALMER, BONANNI & RIVERS, P.C. 117 W. 4th St., #200 Royal Oak, MI 48067	E. Powell Miller Sharon S. Almonrode Brian M. Saxe THE MILLER LAW FIRM, P.C. 950 West University Drive, Suite 300 Rochester, MI 48307
Craig E. Rothburd CRAIG E. ROTHBURD, P.A. 320 W. Kennedy Blvd., Suite 700 Tampa, FL 33606	Scott Edelsberg EDELBERG LAW, P.A. 20900 NE 30 th Ave., #417 Aventura, FL 33180
Casim Adam Neff NEFF INSURANCE LAW, PLLC 4051 27th Ave. N St. Petersburg, FL 33733	Andrew Shamis SHAMIS & GENTILE, P.A. 14 N.E. 1st Ave., Suite 705 Miami, FL 33132

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

19. Should I get my own lawyer?

If you choose to remain in the Settlement, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will be responsible for paying that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

20. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will ask the Court to award up to \$15,000,000 for attorneys’ fees and \$460,000 for litigation costs.

If approved, Progressive will separately pay Class Counsel \$10,000,000 million in attorneys’ fees, and the remaining \$5,000,000 in attorneys’ fees will be paid from amounts made available to Settlement Class Members.

Class Counsel will also ask the Court for Service Awards of up to \$10,000 to each of the Plaintiffs for serving as Class Representatives.

The Application for Attorneys' Fees, Costs, and Service Awards will be filed on or before [Month 00, 2024]. It will be posted on www.UbillusPerryTotalLossClassAction.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or some part of it.

21. How can I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to any part of the proposed Settlement and/or the Application for Attorneys' Fees, Costs, and Service awards. The Court will consider your views. You cannot ask the Court for a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Settlement Class Member Payments will be provided and the lawsuits will continue. But if you object to the Settlement and your objection is overruled, you will be bound the Settlement's terms and all rulings and orders of the Court. If you object to the terms of the Settlement, you cannot opt-out from the Settlement Class.

Your objection must be filed or mailed to the Clerk of the Court by [Month 00, 2024], and copy mailed to the Settlement Administrator, at the following addresses:

COURT	SETTLEMENT ADMINISTRATOR
Clerk of Court Circuit Court for the County of Washtenaw 101 E. Huron St., Ann Arbor, MI 48104Ann Arbor, MI 48107	Ubillus Perry Total Loss Settlement c/o A.B. Data, Ltd. P.O. Box 173001 Milwaukee, WI 53217

Your objection letter must include the following:

- Your full name, address, telephone number, and email address (if you have one);
- A statement saying you object to the Settlement in *Ubillus v. Progressive Marathon Insurance Co.*, No. 2019-741-CK and *Perry v. Progressive Michigan Ins. Co.*, No. 2022-971-CK;
- All factual and legal grounds for the objection, accompanied by any documentation supporting the factual grounds and any legal support for the objection known to the objector or objector's counsel;
- A statement indicating your membership in the Settlement Class;
- The number of times you objected to a class action settlement within the last five years, the caption of each case in which you made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel (if any) who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection, and whether they will appear at the Final Approval Hearing;
- The number of times your counsel and/or counsel's law firm have objected to a class action settlement within the last five years preceding the date of the filed objection, the caption of each case in which your counsel and/or the firm made an objection, and a copy of any orders related to or ruling upon counsel's or the counsel's firm's prior objections that were issued by the trial and appellate courts in each listed case in which

the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

If you file a timely objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

22. What is the difference between objecting and asking to opt-out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can only object if you stay in the Settlement Class. If you object to the Settlement, you are still a Settlement Class Member. You may file a Claim even if you object.

Opting-out is telling the Court that you don't want to be a part of the Settlement Class or the Settlement. If you opt-out, you have no basis to object to the Settlement and appear at the Final Approval Hearing because it no longer affects you. However, you may then be able to separately sue or continue to sue Progressive for legal claims that arise out of or relate to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy.

THE FINAL APPROVAL HEARING

The Court will hold a hearing (called a Final Approval Hearing) to decide whether to approve the Settlement. You may attend and ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing on [Month 00, 2024], at X:X0 x.m. at the 22nd Circuit Court for the County of Washtenaw in Courtroom XX, 101 E. Huron St., Ann Arbor, MI 48104. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 for updates.

At this hearing, the Court will consider whether to finally approve the Settlement as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time and listen to people who asked to speak at the hearing. The Court may also decide how much to award Class Counsel for attorneys' fees and costs and the Class Representatives' Service Awards. We do not know how long these decisions will take so please be patient.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have at the Final Approval Hearing. If you file an objection, you don't have to come to Court to talk about it. As long as your objection is timely, the Court will consider it. You may attend at your own expense and also pay your own

lawyer to attend, but it is not necessary.

25. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include this request with your objection as described in Question 21.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you are a Potential Settlement Class Member and you do nothing, you will not get any money from this Settlement. You will be bound by all of the Court's orders, and the terms of the Settlement if approved by the Court. You also will not be able to bring or join another lawsuit against Progressive that arises out of or relates to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy. To be eligible for a Settlement Class Member Payment, you must complete and submit a Claim Form by **Month 00, 2024** (*see* Question 12).

GETTING MORE INFORMATION

27. How can I get more information?

This notice is only a summary. More details are in the Settlement Agreement, available at www.UbillusPerryTotalLossClassAction.com. You may also contact the Settlement Administrator by email at info@UbillusPerryTotalLossClassAction.com, toll-free at 1-877-390-3159 or by writing to: Ubillus Perry Total Loss Class Action, c/o A.B. Data, Ltd., P.O. Box 173063, Milwaukee, WI 53217. Finally, you may contact the Class Counsel (*see* question 18 above).

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

EXHIBIT 7

CLAIM FORM

INSTRUCTIONS

You are encouraged to submit your Claim using the Pre-Filled Electronic Claim Form on the Settlement Website or detachable Pre-Filled Paper Claim Form, using the Unique ID that appears on the Postcard Notice or Email Notice sent to you. Doing so will allow for the most efficient and accurate processing of your Claim.

If you misplaced or discarded the Postcard Notice or Email Notice containing your Unique ID, contact the Settlement Administrator by calling 1-877-390-3159 or email info@UbillusPerryTotalLossClassAction.com to obtain your Unique ID.

PLEASE NOTE: If you do not have the Unique ID, you must submit your Claim using this form by the Claim Deadline set forth below, even if you have requested it from the Settlement Administrator.

To submit a claim, please complete the form below and provide:

- Your full name;
- Your Progressive Marathon Insurance Company or Progressive Michigan Insurance Company automobile insurance policy number or your claim number for your Covered Total Loss Claim(s);
- Whether you were not previously paid Sales Tax, a Certificate of Title Fee, or a Vehicle Registration Transfer Fee;
- If you had more than one Covered Total Loss Claim paid during the following class period, please include all claim numbers:
 - For Progressive Marathon Insurance Company: July 18, 2013, through [Month 00, 2024]
 - For Progressive Michigan Insurance Company: July 18, 2016, through [Month 00, 2024];
- Your current address;
- Your name and/or address at the time of your Covered Total Loss Claim, if different from your current name and/or address; and
- Sign and date this form.
- Mail this form via first-class mail or private courier at your own cost.

You can complete and submit a Blank Electronic Claim Form online at www.UbillusPerryTotalLossClassAction.com or mail this Blank Paper Claim Form to the following address:

Ubillus Perry Total Loss Settlement
c/o A.B. Data, Ltd.
P.O. Box 173063
Milwaukee, WI 53217

Claim Forms must be submitted online by 11:59 p.m. ET on, or postmarked by, [Month 00, 2024].

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT BLANK PAPER CLAIM FORM

Name (First and Last Name): _____

Name at the time of your Total Loss claim on a Progressive automobile insurance policy (*if different from your current name*): _____

Policy Number(s): _____

OR

Claim Number(s): _____

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

Address: _____

(city) (state) (zip)

(_____) - _____
(phone) (email)

Address at the time of your Total Loss claim(s) if different than your current address:

(city) (state) (zip)

BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S). TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

Signature: _____

Date: _____

Name (please print): _____

This Claim Form must be submitted online by 11:59 p.m. ET on, or mailed to the above address postmarked by, [MONTH, 00, 2024]. Claim Forms that are not complete or submitted by this Claim Deadline, as determined by the Settlement Administrator, will not be considered for payment.

EXHIBIT 8

CLAIM FORM

INSTRUCTIONS

You are encouraged to submit your Claim using the Pre-Filled Electronic Claim Form or detachable Pre-Filled Paper Claim Form, using the Unique ID that appears on the Postcard Notice or Email Notice sent to you. Doing so will allow for the most efficient and accurate processing of your Claim.

If you misplaced or discarded the Postcard Notice or Email Notice containing your Unique ID, contact the Settlement Administrator by calling 1-877-390-3159 or email info@UbillusPerryTotalLossClassAction.com to obtain your Unique ID.

PLEASE NOTE: If you do not have the Unique ID, you must submit your Claim using this form by the Claim Deadline set forth below, even if you have requested it from the Settlement Administrator.

To submit a claim, please complete the form below and provide:

- Your full name;
- Your Progressive Marathon Insurance Company or Progressive Michigan Insurance Company automobile insurance policy number or your claim number for your Covered Total Loss Claim(s);
- Whether you were not previously paid Sales Tax, a Certificate of Title Fee, or a Vehicle Registration Transfer Fee;
- If you had more than one Covered Total Loss Claim paid during the following class period, please include all claim numbers:
 - For Progressive Marathon Insurance Company: July 18, 2013, through [Month 00, 2024]
 - For Progressive Michigan Insurance Company: July 18, 2016, through [Month 00, 2024];
- Your current address;
- Your name and/or address at the time of your Covered Total Loss Claim, if different from your current name and/or address; and
- Electronically sign and date this form.

Electronic Claim Forms must be submitted online by 11:59 p.m. ET on [Month 00, 2024].

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT BLANK ELECTRONIC CLAIM FORM

Name (First and Last Name): _____

Name at the time of your Total Loss claim on a Progressive automobile insurance policy (*if different from your current name*): _____

Policy Number(s): _____

OR

Claim Number(s): _____

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

Address: _____

(city) (state) (zip)

(_____) - _____
(phone) (email)

Address at the time of your Total Loss claim(s) if different than your current address:

(city) (state) (zip)

BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S). TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

Electronic Signature: _____ Date: _____

This Electronic Claim Form must be submitted online by 11:59 p.m. ET on [MONTH, 00, 2024]. Claim Forms that are not complete or submitted by this Claim Deadline, as determined by the Settlement Administrator, will not be considered for payment.

EXHIBIT 9

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT CLAIM FORM

Name & Address: [PREFILL]

UNIQUE ID: [PREFILL]

Date(s) of Loss: [PREFILL]; [PREFILL]; [PREFILL]	Mark only those that apply. I was not paid: Sales Tax <input type="checkbox"/> Certificate of Title Fee <input type="checkbox"/> Vehicle Registration Transfer Fee <input type="checkbox"/>
---	--

ADDRESS (if different from above)

STREET ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: (____) _____ - _____

EMAIL ADDRESS: _____

AFFIRMATION (required): BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

By typing your name below you agree that this constitutes your digital signature.

SIGNATURE: _____ DATE: __/__/____

This Claim Form must be submitted by **11:59 p.m. ET** on **[MONTH, 00, 2024]**. Claim Forms that are not complete or submitted by the deadline, as determined by the Settlement Administrator, will not be considered for payment.

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

CLASS ACTION

-Consolidated with-

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

**EXHIBIT B TO MOTION
FOR FINAL APPROVAL –
JOINT DECLARATION**

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Beth M. Rivers (P33614)
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*Attorneys 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 B

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

Consolidated with-

Case No. 2022-000971-CK
Hon. Timothy Connors

CLASS ACTION

**JOINT DECLARATION IN
SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS'
FEES, COSTS, AND SERVICE
AWARDS**

We, Jeff Ostrow and Scott Jeeves, declare:

1. We are counsel of record for Plaintiffs¹ in the above-captioned Actions. We submit this Joint Declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

Background and Procedural History

2. The Actions allege Progressive Marathon and Progressive Michigan breached their respective Automobile Insurance Policies by failing to pay a 6% Sales Tax Payment, a \$15.00 Certificate of Title Fee, and an \$8.00 or \$10.00 Vehicle Registration Transfer Fee (depending on the date of loss), and seeking damages and declaratory relief.

3. The Brief in Support of Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards ("Brief") provides the Actions' detailed factual background, confirming the extensive trial and appellate level litigation preceding the agreement to the proposed Settlement.

4. As a result of the mediation and subsequent settlement negotiations, the Parties executed two Term Sheets on April 30, 2024, and subsequently negotiated and executed the Settlement Agreement and Release on July 17, 2024, which includes the Notices and Claim Forms as exhibits.

5. The Settlement terms that are summarized in the Brief and detailed in the Agreement are fair, reasonable, and adequate, and in the best interests of the Settlement Class,

¹The capitalized terms used herein shall have the same meanings as those defined in the Parties' Settlement Agreement.

supporting Preliminary Approval.

Facts Supporting Final Approval

6. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Class Counsel believe the claims asserted are meritorious and Plaintiffs would prevail if this matter proceeded to trial. Progressive denies liability, believing the Automobile Insurance Policy permitted its conduct and has shown a willingness to continue vigorous litigation.

7. Reaching agreement to settle required the Parties to litigate the merits of Plaintiff Ubillus' individual claims and certification of litigation classes in both *Ubillus* and *Perry*, after substantial discovery was taken about Progressive's uniform Automobile Insurance Policy, its ACV payment practices, and its data pertaining to adjusting and paying Covered Total Loss Claims. Then, only after two appeals had been accepted by the Court of Appeals did Progressive agree to mediate. Plaintiffs and Class Counsel believe there would be a good likelihood of success in ultimately recovering money for themselves and other similar situated class members, but that result could not be guaranteed, especially if the Court of Appeals or the Michigan Supreme Court were to ultimately side with Progressive, concluding Sales Tax Payments and Fees need not be unconditionally included in Progressive's ACV payment on Covered Total Loss Claims.

8. The Settlement was reached with no risk of collusion or fraud, and is the product of good-faith, informed, extensive, and arm's-length negotiations by and between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the center of the Actions. The Settlement was reached with the assistance and oversight of mediator, Michael Unger, Esq., who is experienced in mediating cases with similar facts. Following

mediation, Mr. Ungar continued to serve as a neutral for the Parties' negotiations ultimately assisting the Parties reach an agreement. Plaintiffs wanted to achieve the largest recovery possible and Progressive wanted to pay as little as possible.

9. The complexity, expense, and likely duration of litigation means attempting to achieve a greater recovery through further litigation would have been risky, expensive, and delayed. Though this Court sided with Plaintiff *Ubillus* on his interpretation of the relevant uniform Automobile Insurance Policy at provisions issue in both *Ubillus* and *Perry*, the Court of Appeals accepted interlocutory appellate jurisdiction to evaluate that legal contract construction issue. That issue, among others, was fully briefed. In *Perry*, the Court of Appeals had partially granted leave to appeal the class certification ruling pertaining to the Progressive Marathon litigation class. Additional briefing would have been required. Even if Plaintiffs received affirmances in those appeals, the Parties would face additional motion practice on competing summary disposition motions for the certified litigation classes and, if those motions did not result in a final order on classwide liability and damages, the Parties would face a trial, following which an appeal would be likely. That would all take considerable time and expense and certainly delay and potentially eliminate recovery for the Settlement Class.

10. Class Counsel and the Class Representatives believe the Settlement represents an excellent outcome for the Settlement Class. Settlement Class Members will receive a substantial portion of their likely recoverable damages (had the case gone to trial), and Progressive will separately pay two-thirds of the attorneys' fees sought and all the litigation costs, Service Awards, and Settlement Administration Costs.

11. The Potential Settlement Class Members have a right to object. As Class Counsel foreshadowed at the Preliminary Approval stage, the Settlement Class has responded

very favorably to the Settlement.

12. It is in the public interest to grant Preliminary Approval to the Settlement. Doing so will provide the opportunity for up to \$71,785,179 in total relief to the Settlement Class, made up of over 168,812 Michigan Insureds, while eliminating the chance for thousands of separate actions.

13. With continued litigation, Progressive's Insureds would face a notably longer wait before receiving any potential recovery, if they received any recovery at all. Thus, in Class Counsel's experience and informed judgment, the Settlement represents an excellent recovery and the benefits of the Settlement outweigh the risks and uncertainties of continued litigation, including, the risks, time, and expenses associated with completing a trial and any appellate review.

14. Class Counsel are particularly experienced in the litigation, certification, trial, and settlement of class action cases. This experience proved beneficial to Plaintiffs and the Settlement Class during negotiations of the Settlement. Class Counsel conducted extensive discovery, motion practice, and appellate proceedings before mediation, which enabled them to gain a complete understanding of the evidence related to central issues in the Actions, including damages and liability, and prepare for well-informed settlement negotiations. Class Counsel went into the mediation and subsequent settlement negotiations armed with full knowledge of the damages at issue after consulting with a data expert. As a result, Class Counsel was well-positioned to evaluate the strengths of Plaintiff's claims, Progressive's defenses, and prospects for success.

15. The traditional means for handling claims like those at issue here would tax the court system; require a massive expenditure of public and private resources; and, given the relatively small value of the claims compared to the cost of individual lawsuits by class members,

would be impracticable. Thus, the Settlement is the best vehicle for Settlement Class Members to receive the relief in a prompt and efficient manner.

Facts Supporting Class Certification

16. The numerosity requirement is satisfied because the Settlement Class has 168,812 members, and joinder of all is impracticable. The number of Potential Settlement Class Members will be updated once the Court enters the Preliminary Approval Order. The date of that order will determine the end date of the Class Period.

17. Commonality is readily satisfied because predominate questions common to all Potential Settlement Class Members substantially outweigh any possible issues that are individual to some of them. Plaintiffs have asserted multiple questions of law and fact centering on Progressive's identical conduct towards the Settlement Class who had uniform Automobile Insurance Policies: Progressive did not pay a Sales Tax Payment, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee in the Total Loss Claim Payment Settlement Class. Thus, the material elements of Plaintiffs' and Potential Settlement Class Members' claims are subject to common proof making the outcome of Plaintiffs' claims dispositive for the Settlement Class. The claims hinge on: (1) whether the materially identical policy language required Progressive to pay ACV on Total Losses; (2) whether ACV means "replacement cost less depreciation"; (3) whether "replacement cost" includes all costs a Total Loss Insured is, as of the date of loss, reasonably likely to incur in purchasing a comparable vehicle, including a Sales Tax Payment, a Certificate of Title Fee, and a Vehicle Registration Transfer Fee; (4) whether legally required Sales Tax Payments, Certificate of Title Fees, and Vehicle Registration Transfer Fees are, as of the date of loss, reasonably likely to be incurred; and (5) whether all costs that are, as of the date of loss, reasonably likely to be incurred are payable by Progressive up front and unconditionally regardless

of whether a Total Loss Insured ever buys a replacement vehicle and incurs such costs.

18. Plaintiffs are typical of the entire Settlement Class. Typicality is satisfied here because Progressive's uniform ACV policy was alleged to not pay Sales Tax Payments and Fees that an Insured is reasonably likely to incur in purchasing a comparable replacement vehicle. Plaintiffs' and all Potential Settlement Class Members' injuries arise from that policy and their claims are also all based on the same breach of contract theory under materially identical Automobile Insurance Policies.

19. Plaintiffs and Class Counsel also satisfy the adequacy of representation requirement. Plaintiffs do not have any conflicting or antagonistic interests with the Settlement Class. All will equally benefit from the Settlement by receiving compensation for any unpaid Sales Tax Payments, Certificate of Title Fees, and/or Vehicle Registration Transfer Fees. Plaintiffs are committed to protecting the interests of the Settlement Class through Class Counsel and their personal efforts. They understand they are named Plaintiffs and seek to prevail by obtaining unpaid Sales Tax Payments and Fees from Progressive. Plaintiffs also understand their obligation as Class Representatives to protect the Settlement Class and to not act just for their own personal benefit, which they have done to date in seeking and winning certification of the litigation classes and defending Progressive's appeals, among other vital litigation stages.

20. Plaintiffs' interests are coextensive with, not antagonistic to, the interests of the Settlement Class because Plaintiff and the absent Potential Settlement Class Members have the same interest in the relief afforded by the Settlement, and the absent Potential Settlement Class Members have no diverging interests. Plaintiffs are pursuing the same legal theories as the rest of the Potential Settlement Class Members relating to the same course of Progressive's conduct. Plaintiffs seek remedies equally applicable and beneficial to himself and all other members of the

Settlement Class. They has actively participated in the litigation.

21. Further, Plaintiffs and the Settlement Class are represented by qualified and competent Class Counsel. Each firm is a leader in the class action field, and each attorney has extensive experience prosecuting complex class actions which has helped them to vigorously litigate on behalf of the Settlement Class thus far. They have successfully litigated scores of complex class actions, including many class actions against insurers over coverage issues, including the claims at issue in the Actions (obtaining class certification and summary judgment in at least one such case); possess the resources to prosecute the claims to their final resolution; and have no conflicts of interest with the Settlement Class.

22. Attached as *Exhibits 1-8* are the firm resumes of Kopelowitz Ostrow P.A.; Jeeves Mandel Law Group, P.C.; Pitt, McGehee, Palmer, Bonanni, & Rivers, P.C.; Edelsberg Law, P.A.; Shamis & Gentile, P.A.; The Miller Law Firm, P.C.; Craig E. Rothburd, P.A.; and Neff Insurance Law, PLLC.

23. Each of the proposed Class Counsel firms were appointed as counsel for the certified litigation classes in the Actions, demonstrating their adequacy. As the Court concluded in the Preliminary Approval Order, their adequacy is now deserving of final appointment as Class Counsel for the Settlement Class as part of the Final Approval of the Settlement.

24. Using their litigation experience and their intimate knowledge of the facts of the case and the legal issues facing the Settlement Class, Class Counsel were capable of making, and did make, well-informed judgments about the value of the claims; the time, costs and expense of protracted litigation, discovery, motion practice, and appeals; and the value of the Settlement reached. The Settlement is fair, reasonable, and adequate.

25. Class Counsel negotiated while fully informed of the merits of the class claims

while zealously advancing the position of Plaintiffs and the Settlement Class and being fully prepared to continue to litigate rather than accept a settlement that was not in the best interest of Plaintiffs and the Settlement Class.

26. Class Counsel have devoted substantial time and resources to vigorous litigation of the Action from inception through today, and they will continue to do so.

27. A class action is superior to other available methods for fairly and efficiently adjudicating the controversy. A risk of inconsistent or vary adjudications exists if thousands of individual claims were separately litigated in Michigan courts, creating incompatible standards of conduct for Progressive in payment ACV on Covered Total Loss Claims, or a risk that adjudications for individual members of the Settlement Class would effectively be dispositive of others' claims. As the Actions' history demonstrates, viewing the complexity of the issues and expense of litigation, the relatively small dollar value of each Settlement Class member's claims would not support separate actions. Administering the Settlement for the Settlement Class is more cost effective and requires less effort than to warrant each member separately pursuing damages. Finally, the members do not have a significant interest in controlling the prosecution of separate actions. No other actions of which Plaintiffs are aware address the same subject matter.

Notice Program, Notices, Claim Forms, and Claims Process

28. AB Data Group, a well-respected and reputable third-party class action settlement administrator (<https://www.abdataclassaction.com/>), is the Court-approved Settlement Administrator.

29. AB Data Group has ably served as the Settlement Administrator to oversee and implement the Settlement's Notice Program and Claims process, and will work with Progressive and Class Counsel to ensure Settlement Class Member Payments are made following Final

Approval.

30. The Notice Program detailed in the Brief, Settlement Administrator's declaration, and the Agreement informed the Settlement Class of the Settlement's substantive terms. The Notice Program was designed to satisfy MCR 3.501(C) and constitutional due process requirements. It directly reached a very high percentage of Potential Settlement Class Members with Email Notice and/or Postcard Notice because their contact information was readily available to Progressive.

31. Two rounds of both direct Postcard Notice and Email Notice advised Potential Settlement Class Members of their options for remaining part of the Settlement Class or for opting-out of the Settlement; for submitting Claim Forms; for objecting to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; and how to obtain additional information about the Settlement. They have access to the Long Form Notice, Settlement Website, and toll-free IVR system with answers to frequently asked questions. The Settlement Administrator's declaration regarding the implementation of the Notice Program and Claims process provides details regarding the completion of the Notice Program and status of the Claims process. Updated statistics will be provided before the Final Approval Hearing.

Attorneys' Fees, Costs, and Service Awards

32. If the Court approves the Settlement and Class Counsel's Application for Attorneys' Fees, Costs and Service Awards, Class Counsel's extensive efforts will result in \$71,785,179 in total benefits to the Settlement Class. After years of hard fought litigation, with substantial discovery before the Court granted summary disposition to Plaintiff Ubillus and certified litigation classes in *Ubillus* and *Perry*, and with the prior and pending appeals, the Parties settled the Actions. After agreeing to the material settlement terms, Class Counsel worked hard to

draft the Agreement, the Notices, Claim Forms, and the Motion for Preliminary Approval and related filings. Following Preliminary Approval, Class Counsel worked with Progressive, Defendants' Counsel, and the Settlement Administrator to implement the Notice Program and the Claims process, including reviewing and approving the Notices, Claim Forms, Settlement Website, and IVR system and addressing Potential Settlement Class Member inquiries. Class Counsel has also prepared the Motion for Final Approval and have future work to prepare for and attend the Final Approval Hearing, including responding to any objection, if filed. Following Final Approval, Class Counsel will work to implement the Settlement, including addressing Claim approval and Settlement Class Member Payments. Class Counsel did all of this work, starting in 2019, without compensation of any kind and on a contingent fee basis, advancing the costs necessary to prosecute the claims.

33. Unlike virtually all class action settlements where the attorneys' fees will be paid entirely by the settlement class from the fund defendant agrees to pay, with the Court's approval, two-thirds of the attorneys' fees (\$10,000,000.00) will be separately paid by Progressive, with only the remaining one-third (\$5,000,000.00) being paid from the Settlement Fund. Class Counsel required the bulk of the attorneys' fees to be paid separately to substantially increase the amount of the Settlement Class Member Payments.

34. Class Counsel's efforts have created tremendous value (\$71,785,179) to Potential Settlement Class Members through a simple Claims process. The \$71,785,179 is allocated: \$61,000,000 for Valid Claims, \$10,000,000 for attorneys' fees, \$460,000 for litigation costs, \$30,000 for Service Awards, and \$295,179 for Settlement Administration Costs.

35. By requesting a \$15,000,000.00 attorneys' fee award, Class Counsel are requesting 20.89% of the total value of the Settlement.

36. The Settlement provides outstanding relief not just for Plaintiffs, but for 168,812 Michigan Insureds they represent, due to Class Counsel persistence in the pursuit of these important claims to a very procedurally advanced stage. As this Court is acutely aware from presiding over years of litigation, Class Counsel worked extensively to position the litigation to settle, but only after Progressive appealed. They should be compensated for the results they achieved and the risk and expense that they have borne.

37. As noted above, Michigan's courts might side with Progressive on the interpretation of the Automobile Insurance Policy. Cognizant of the risks of nonrecovery and thus nonpayment for their services, Class Counsel nonetheless embarked on a fact-intensive investigation of Progressive's practices, filed the Actions, and engaged in dispositive motion practice and discovery. Class Counsel bore responsibility for the litigation class notice programs in both Actions, substantial expert costs to determine Progressive's potential exposure if the cases were tried for the certified classes, and paid for and participated in the full-day mediation, among other litigation costs. And due to the extensive investment of time required to properly prosecute this matter, Class Counsel were forced to forgo representing clients in other matters they otherwise would have taken on.

38. This litigation involved multiple layers of factual complexity. This required preliminary investigation into Progressive's ACV payment practices, and then substantial discovery was taken about Progressive's uniform Automobile Insurance Policy and its data pertaining to adjusting and paying Covered Total Loss Claims. Progressive heavily defended its ACV payment practices, requiring Class Counsel to extensively brief summary disposition and class certification motions, and then to defend this Court's orders on appeal. Though this Court agreed with Plaintiffs' interpretation of the Automobile Insurance Policy in granting summary

disposition on Plaintiff Ubillus's individual claim, it was far from certain the Court of Appeals would agree in the discretionary interlocutory appeal it granted.

39. Class Counsel have significant experience litigating class actions of similar size, scope, and complexity as here, including cases challenging Progressive's and other insurers ACV payment practices. Class Counsel also faced highly experienced and skilled defense counsel with the Tucker Ellis LLP and Plunkett Cooney, P.C. firms, who made clear that, but for the Settlement, Progressive would continue to defend its ACV payment practices as being permitted by the Automobile Insurance Policy at both the trial and appellate levels.

40. Class Counsel have collectively spent 5,135.6 hours (inclusive of attorney and paralegal time) and other resources.² They will continue to incur time leading up to and after the Final Approval Hearing to ensure the Settlement is properly administered.

41. Class Counsel have been at the forefront of Total Loss litigation. Class Counsel persisted through summary disposition and class certification in the Actions, defending appeals thereafter. They retained an expert to work through the extensive claims and payment data needed to identify Michigan Insureds harmed by the ACV payment practices at issue. Thus, neither this case nor this Settlement should be viewed in a vacuum, but rather as part of a multi-year effort in which counsel devoted substantial time, money, and resources for the benefit of the Potential Settlement Class Members, all on a contingency basis.

42. Class Counsel advanced litigation costs to pursue the Actions. The total amount of litigation costs that Class Counsel seeks is **\$164,538.28**, which Class Counsel do not anticipate increasing. The following categorizes those costs:

² Should the Court deem it necessary, Class Counsel will provide their detailed time reports.

<u>Description</u>	<u>Kopelowitz Ostrow PA</u>	<u>Edelsberg Law</u>	<u>Jeeves Law Group</u>	<u>Miller Law Group</u>	<u>Shamis Gentile</u>
Filing and Other Court Fees	\$1,183.33	\$452.76	\$1,324.56	\$4,862.79	\$293.88
Copying Charges			\$12.10	\$1,203.95	
Overnight Mail/Postage	\$0.64	\$17.50	\$1,031.84	\$56.04	
Process Servers				\$150.00	
Research	\$1,050.00	\$390.00	\$3,320.98	\$1,068.92	\$644.00
Travel	\$3,445.62	\$1,950.00	\$5,877.67	\$783.78	\$3,116.00
Litigation Support		\$125.00	\$2,936.12		
Expert Witness	\$8,100.00		\$20,533.47		
Depositions			\$9,339.90		
Mediations	\$6,093.75	\$6,593.75			\$2,531.25
Class Notice Plans	\$76,048.68				
TOTAL	\$95,922.02	\$9,529.01	\$44,376.64	\$8,125.48	\$6,585.13

43. Service Awards are sought for the Class Representatives. Importantly, after Notice, no Settlement Class Member has objected to those awards and together they total only 0.04% of the value of the Settlement benefits. Plaintiffs were essential to Class Counsel’s ability to prepare and bring the Actions. They provided important information to investigate Progressive ACV payment practices and then assisted Class Counsel in pursuing the claims for Sales Tax and Fees, overseeing their counsel and ultimately approving the Settlement terms.

I declare under penalty of perjury of the laws of the State of Michigan and the United States that the foregoing is true and correct. Executed in Fort Lauderdale, Florida, on October 7, 2024.

/s/ Jeff Ostrow
JEFF OSTROW

I declare under penalty of perjury of the laws of the State of Michigan and the United States that the foregoing is true and correct. Executed in St. Petersburg, Florida on October 7, 2024.

/s/ Scott Jeeves
SCOTT JEEVES

EXHIBIT 1



FIRM RESUME

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OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

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To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORTS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C.) – Preliminary Approval - \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

DATA BREACH AND PRIVACY

In re: Fortra, MDL No. 3090 (S.D. Fla.) – Co-Lead Counsel
Crove, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - Co-Lead Counsel
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - Co-Lead Counsel
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - Executive Committee
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - Preliminary Approval - \$2.425 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - Preliminary Approval - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - Preliminary Approval - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - Preliminary Approval - \$3.25 million
Katz et al. v. Einstein Healthcare Network, No. 02045 (Phila C.P.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, No. 2:21-cv-03072 (E.D. PA) - \$1.2 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skerandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

CONSUMER PROTECTION

MASS TORT



JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. - 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm’s litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff’s Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff’s Office (“BSO”) in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world’s largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL’s, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

EXHIBIT 2

Education:

University of Texas School of Law,
J.D. with honors, 1986

- Order of the Coif
- Board of Advocates
- Benton Moot Court Team, 1986
- ABA Moot Court Team, 1986
- Dean's Award of Distinction
(highest grade in class) in
Bankruptcy, Constitutional Law,
Advanced Constitutional Law and
Evidence

University of Texas at Austin,
B.B.A. with high honors, 1984

- Phi Eta Sigma, Beta Gamma
Sigma and Golden Key Honor
Societies

Admissions:

State of Texas, 1987

Board Certified--Civil Appellate
Law, Texas Board of Legal
Specialization, 1998

United States District Courts

Northern District of Texas

Southern District of Texas

Eastern District of Texas

Western District of Texas

Eastern District of Wisconsin

United States Court of Appeals for
the Second Circuit

United States Court of Appeals for
the Fourth Circuit

United States Court of Appeals for
the Fifth Circuit

United States Court of Appeals for
the Sixth Circuit

United States Court of Appeals for
the Seventh Circuit

Roger L. Mandel

Jeeves Mandel Law Group, P.C.

2833 Crockett Street

Suite 135

Forth Worth, Texas 76107

p: 214-253-8300

e: rmandel@jeevesmandellawgroup.com

Roger L. Mandel is a prominent Dallas business litigation and class-action lawyer. Mr. Mandel holds the distinction of successfully trying one of only two class-action cases in Texas state court history known to have been tried to a jury.

Mr. Mandel has been named as a *Texas Super Lawyer* in the Class Action/Mass Torts category by *Texas Monthly Magazine* since the inception of the ratings in 2003, as a Top 100 Trial Lawyer and Top 25 Class Action Trial Lawyer by The National Trial Lawyers since the inception of the honor in 2013, and as one of the Best Lawyers in Dallas in the Class Action category by *D Magazine* since the inception of the category in 2014. He also has earned Martindale-Hubbe's coveted top AV® Preeminent rating.

Mr. Mandel currently sits on the Board of Directors of the Dallas Trial Lawyers Association and the Public Justice Foundation and is a past board member of the Texas Trial Lawyers Association. He is a past president of the Dallas Trial Lawyers Association and a fellow of both the Texas Bar Foundation (Top 1/3 of 1% of Texas lawyers) and the Dallas Bar Foundation. Additionally, Mr. Mandel was the co-chair of the AAJ Class Action Litigation Group.

A member of the Texas State Bar, Mr. Mandel is also admitted to practice in the Eastern, Northern, Southern and Western Federal Districts of Texas, the Eastern District of Wisconsin, the

United States Court of Appeals for the Eighth Circuit

United States Court of Appeals for the Ninth Circuit

United States Court of Appeals for the Eleventh Circuit

United States Supreme Court

Memberships and Affiliations:

Dallas Trial Lawyers Association

- Past president 2011-2012

- President 2010-2011

-- President elect 2009-2010

- Vice president 2008-2009

- Board of directors, 1997-2020

Texas Trial Lawyers Association

- Board of directors, 2002-2016

American Association of Justice

- Class Action Litigation Group

- Co-chair 2010-2011

- Vice-chair 2009-2010

Public Justice Foundation

- Board of Directors, 2001-2021

- Executive Committee, 2016-2017 and 2020-2021

National Association of Consumer Attorneys

State Bar of Texas

Fellow of the Texas Bar

Foundation (Top 1/3 of 1% of Texas lawyers)

Dallas Bar Association

Fellow of the Dallas Bar Foundation

American Bar Association

- Tort and Insurance Practice Section

- Commercial Torts Committee, Vice-chairman, 1994-2002

Section of Litigation

Class Action & Derivative Suits Committee

United States Courts of Appeals for the Second, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Eleventh Circuits, and the United States Supreme Court.

Philanthropic, caring and immersed in Dallas community social action, Mr. Mandel values the importance of improving the world. Mr. Mandel previously served on the board of directors of the Dallas-based Vogel Alcove, an organization whose mission is to provide free quality childcare development and social services to young homeless children. Mr. Mandel is also a strong supporter of the Jewish Federation of Dallas and Jewish Family Services, United Way agencies.

Verdicts and Settlements - Class-Action Accomplishments

Settlement of a nationwide class-action suit against American Airlines under ERISA related to pension benefits of its former AirCal pilots.

Settlement of a nationwide class-action suit against Wells Fargo Bank for violations of RESPA.

Settlement of statewide class-action suit against State Farm Insurance Cos., Allstate Insurance Cos., Farmers Insurance Cos. and GEICO Insurance Cos. for violations of the Texas Insurance Code relating to claims procedures for automobile policyholders.

Settlement (along with multiple cocounsel) of major nationwide class-action suit litigation involving General Motors pickup trucks.

Settlement following summary judgment of a statewide class action for breach of contract and deceptive trade practices against Southwestern Bell Mobile Systems.

Settlement of a statewide class-action suit on behalf of customers of Southwestern Bell Telephone Company for violations of the Texas Finance Code.

Settlement of a statewide class-action suit on behalf of persons who entered into lease agreements with UDR Western

Residential, Inc., and other of its affiliates, arising out of claims under the Texas Water Code, regulations of the Texas Natural Resources Conservation Commission, the Texas Utility Code, regulations of the Public Utility Commission and the Texas Debt Collection Practices Act.

Settlement of a nationwide class-action suit on behalf of customers of Ticketmaster Group, Inc., and certain of its affiliates, who purchased tickets with a credit card and were charged illegal surcharges.

Settlement of a nationwide class-action suit against First USA Bank for violations of the Truth in Lending Act.

Obtained judgment (following summary judgment and jury trial) against the Dallas County Community College District on behalf of a class of current and former students as a result of the District's charging of a technology fee that the trial court found was not authorized by state law. This is one of only two class-action cases known by Mr. Mandel to have been tried in the Texas state courts.

Settlement of a nationwide class-action suit against Sears Roebuck & Co. representing a landmark and virtually unprecedented settlement of a consumer class-action case. Under the settlement, Sears installed, free of charge, for a class of almost four million customers, anti-tip brackets to prevent tipping of its freestanding electric and gas ranges that frequently caused severe burns, crushing and death. Those customers who had already paid to have anti-tip brackets installed received reimbursement. Furthermore, Sears agreed to install anti-tip brackets on all sales of new ranges for at least three years, now believed by Mr. Mandel to be a permanent practice of Sears. By, in effect, obtaining a recall, this settlement actually obtained better relief than likely could have been obtained through trial and accomplished what the Consumer Product Safety Commission refused to do for more than twenty years.

Settlement against Nationwide Insurance Company on behalf of a national class related to overcharges on life insurance

premiums. Notably, the settlement was achieved after obtaining a contested certification of a nationwide class under the laws of all 50 states.

A settlement in a class-action suit over the purchase of TXU, one of the largest purchases of a publicly traded company in United States history.

A settlement in a derivative case against officers and directors of Affiliated Computer Systems related to options backdating.

A settlement in a securities class-action suit against officers and directors of the investment manager of the Cushing MLP Total Return Fund.

A settlement of a nationwide class action on behalf of a class of 401(k) plans against their investment provider, Nationwide Insurance, for paying the mutual funds it offered as investments, thought to be one of the three largest ERISA settlements in history.

A settlement of a nationwide class action against the insurers, brokers and promoters responsible for offering illegal group and blanket insurance policies.

Complex Business Litigation Accomplishments

Settlement with a medical malpractice insurer in an insurance coverage/bad faith case following a medical malpractice jury verdict and a coverage verdict.

Settlement of business tort litigation on behalf of the former owner of a major league sports franchise against a national bank relating to the sale of the franchise.

Settlement of tortious interference with business contract litigation on behalf of a large independent electrical supplier/contractor following a jury verdict.

Jury verdict and judgment against Henry S. Miller Commercial Company based upon fraud and negligent misrepresentation.

Professional Background

Jeeves Mandel Law Group, P.C., Dallas Texas
Partner, August 1, 2018 to present.

Lackey Hershman L.L.P., Dallas, Texas
Partner, July 1, 2011 - January 3, 2018.

Beckham & Mandel, Dallas, Texas
Founding Shareholder, January 1, 2010-June 30, 2011

Stanley, Mandel & Iola, L.L.P., Dallas, Texas
Founding Partner, 1997-2009

Stanley, Mandel & Kleinman, P.C., Dallas, Texas
Founding Shareholder, August 1992-1997

Hale, Spencer, Stanley, Pronske & Trust, P.C., Dallas, Texas
Associate, 1987-1992

Honors

Best Lawyers in America 2016 and 2017-Mass Tort
Litigation/Class Actions-Plaintiffs

Best Lawyers in Dallas, Class Action, 2014-2020 (*DMagazine*)

Top 100 Trial Lawyers, 2013-2020 (The National Trial Lawyers)

Top 25 Class Action Trial Lawyers, 2013-2020 (The National
Trial Lawyers)

Texas Super Lawyer, Class Action/Mass Torts, 2003-2020
(*Texas Monthly Magazine*)

AV Preeminent Rated, Martindale-Hubbell

Publications and Speeches

Speaker: "The Nexium Conundrum: Class Action Standing
Under Article III," National Consumer Law Center, 23rd Annual
National Consumer Rights Conference, Class Action
Symposium (November 2014)

Speaker and Author: "Post-Concepcion Enforcement of
Arbitration Clauses Containing Class Bans," *American
Association of Justice Tele-Seminar* (March 6, 2012)

Speaker and Author: "Certification of Multi-State Classes and Related Choice of Law Issues," *American Association of Justice* (Vancouver, July 2010)

Speaker: "Shady Grove and Naked Class Action Bans: The Emerging Conflicts Between Federal and State Laws on Class Certification, Multistate Classes and Choice of Law Issues," NCLC Class Action Symposium (Philadelphia, 2009)

Co-moderator: "New Developments in Class Actions," American Association of Justice (San Francisco, July 2009)

Coauthor: "Navigating the Rough Terrain: Class Actions in Texas after HB4 and CAFA," *The Advocate* (The State Bar Litigation Section Report) (Fall 2008)

Author: "Arbitration: Should It Be Sought Rather Than Fought," Consumer Law & Policy Blog (December 3, 2006)

Speaker: "Arbitration of Consumer Class-Action Cases," NCLC Consumer Class Action Symposium (Miami, 2006)

Speaker: "Credit Card Developments," 10th Annual Consumer Financial Services Litigation Institute (PLI, Dallas, TX, 2005)

Author: "The Class Action Unfairness Act of 2005," Dallas Bar Headnotes, April 1, 2005

Speaker: "Where Will the Big Cases Come From After H.B. 4," Conference on State and Federal Appeals, University of Texas Continuing Legal Education Department, June 2004

Speaker: "Class Action Update," Advanced Personal Injury Seminar, State Bar of Texas, Austin, 2003

Coauthor and Speaker: "Summaries of Significant Class Action Opinions in Texas State and Federal Courts: 2001-2002," Texas Trial Lawyers Association, July 2002

Author: High Court: "Class Action Standards Too Strict," *Texas Lawyer*, June 2002

Coauthor and Speaker: "Resolving Class Actions in the Plaintiffs Favor: Settlements and Contested Final Judgments," Federal Bar Association, April 2001

Coauthor: "Dealing With Attorney's Fees and Objections in Class Action Settlements," National Institute on Class Actions, American Bar Association, 1997

Author: "Abstracts of Recent State and Lower Federal Court Decisions on Consumer Class Actions," Consumer and Personal Rights Litigation Newsletter, American Bar Association, May 1995.

Author and Speaker: "Mining for Gold: Recognizing Class Actions Arising Out of Your Personal Injury Practice," Texas Trial Lawyers Association, "What You Absolutely Positively Gotta Know About..." November 12-13, 2020.

Scott R. Jeeves

Attorney & Counselor at Law

Jeeves Law Group

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St. Petersburg, FL 33712
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F: (727) 822-1499
sjeeves@jeeveslawgroup.com
www.jeeveslawgroup.com

Admissions

The Florida Bar
Florida Bar Board Certified Civil
Trial Lawyer
Circuit Civil Court
Mediator/Arbitrator

All State Courts of Florida
Middle District of Florida
Southern District of Florida
Northern District of Florida
Eleventh Circuit Court of Appeals

Education

University of Florida
B.A., Political Science, 1988
Stetson College of Law
J.D., 1991

Organizations

American Bar Association
Hillsborough County Bar
Association
Pinellas County Bar Association
Florida Justice Association, *Eagle
Member*
National Association of Consumer
Advocates (NACA), *Member*
Million Dollar Advocates Forum
Public Justice, *Member*

Recognition

Martindale-Hubbell, AV[™]rating
AVVO, 10/10 rating
Florida Legal Magazine, *Legal Elite*
Best Lawyers in Tampa, *Recognition*
Florida's Super Lawyers,
Superlawyer

Practice & Relevant Experience

Scott Jeeves is founding partner of the Jeeves Law Group, specializing in consumer class actions, complex litigation, personal injury, and medical malpractice. He has served as lead counsel, liaison counsel, and class counsel in numerous matters. Notable class actions include:

- *A Kaufman Clinic, Inc., et al. v. Nationwide General Insurance Company, et al.*, Case No.: 09-033393 CACE
- *Total Care Chiropractic & MRI Associates of St. Pete, Inc. v. Mercury Ins. Co. of Florida*, Case No.: 10-12853 CACE
- *MRI Associates of St. Pete, Inc. v. Travelers Insurance Company, et al.*, Case No.: 10-CA-013131
- *MRI Associates of St. Pete, Inc. v. First Acceptance Insurance Company*, Case No.: 10-CA-03919
- *MRI Associates of St. Pete, Inc. v. Metropolitan Casualty Insurance Company*, Case No.: 10-CA-03921
- *MRI Associates of St. Pete, Inc. v. Auto Club South Insurance Company*, Case No.: 10-CA-013134
- *MRI Associates of St. Pete, Inc. v. Dairyland Insurance Company, et al.*, Case No.: 8:11-cv-665-JSM-MAP United States District Court, M.D. Fla.
- *MRI Associates of St. Pete, Inc. v. USAA Casualty Insurance Company et al.*, Case No.: 10-CA-016785
- *Advantage Open MRI, Inc. v. USAA Casualty Insurance Company, et al.* Case No.: 08-11104
- *MRI Associates of St. Pete v. Property & Casualty Insurance Company of Hartford*, Case No.: 10-03925
- *AFO Imaging, Inc. v. Peak Property and Casualty Insurance Corp., et al.*, Case No.: 08-CA-21533
- *AFO Imaging, Inc. v. Nationwide Mutual Ins. Co., et al.*, Case No. 08-CA-021531-I
- *Galura, et al. vs. Sonic Automotive, Inc.* Case No.: 02-12274
- *Gilley v. Ernie Haire Ford, Inc.*, Case No. 02-8101
- *Veal v. Crown Auto Dealerships, Inc.*, Case No. 8:04-CV-0323-T-27MSS, United States District Court, M.D. Fla.
- *Pope v. Charter Warranty, L.L.C.*, Case No.: 06-000083
- *Mantzouris, et al. v. Scarritt Motor Group, Inc.*, Case No.: 03-CV0015-T-30, United States District Court, M.D. Fla.
- *Croxall, et al. v. Asbury Automotive, L.P.*, Case No.: 03-6201,
- *Cotten, et al. v. Ferman Management Services Corporation, et al.*, Case No.: 02-08115

EXHIBIT 3

MICHAEL PITT

EXPERIENCE

PITT, MCGEHEE, PALMER BONANNI & RIVERS PC, ROYAL OAK MI

1992-Present

Founding partner of nine attorney civil rights law firm specializing in employment law, prison condition litigation, criminal law and personal injury exclusively on behalf of personal injury claimants and victims of corporate and governmental abuse.

KELMAN, LORIA, DOWNING, SCHNEIDER & SIMPSON, DETROIT, MI

1974 to 1992

Associate and then partner in major personal injury and civil rights law firm representing individuals exclusively.

More than 75 civil jury trials and arbitrations conducted in last 39 years

EDUCATION

WAYNE STATE UNIVERSITY LAW SCHOOL, DETROIT, MI

1971 to 1974

Michigan State University, E. Lansing, MI

1967 to 1971

CLASS ACTION AND CIVIL RIGHTS LITIGATION EXPERIENCE

- Counsel for Oakland County Clerk in constitutional challenge to Michigan's ban on same-sex marriage pending in Eastern District of Michigan
- Co-Counsel for ACLU of Michigan in development of challenge to adverse prison conditions in Muskegon County, Michigan, class action case to be filed in 2013.
- Co-Counsel for hundreds of juveniles incarcerated with adults in Michigan prisons who are seeking injunctive relief and money damages for sexual assaults and abuse, class action case under development and to be filed in 2013.

- *Neal* Case-Co-Counsel in class action legal challenge to Michigan Department of Corrections policy of incarcerating women under the supervision of male corrections officers resulting in two jury trials where 17 women received damage awards of more than \$25 million. Case settled after 13 years of litigation in 2009 for \$100 million for more than 500 women.
- *Rose* Case-Co-counsel in 2010 legal challenge to Saginaw County Sherriff practice of placing pre-trial detainees in segregated cells stripped naked. Case settled after 5 years of litigation with injunctive relief and for more than \$1.5 million for approximately 200 victims.
- “*Club What’s Next*” Case-Co-Counsel of behalf of ACLU of Michigan claim for damages and injunctive relief against Genesee County Sherriff for unlawful strip searches occurring on the premises of a local club. Settlement in 2011 of \$900,000 for 100 class members and major injunctive relief for training and revision of strip search policies.
- *Cox* Livingston County Jail Case-Co-counsel in ACLU of Michigan 2000 class action legal challenge on basis of sex discrimination against Livingston County Sheriff practice of refusing work release opportunities for females housed in the Livingston County Jail. Case settled after 3 years of litigation with injunctive relief and \$850,000 in damages.
- *Dallas* Case-Counsel for nationwide class of 200 former employees of Lucent Technologies alleging age discrimination. Case settled in 2013 after 4 years of litigation for \$1.4 million.
- *Siegel* Case-Co-Counsel for class of 500 current Ford Motor Company managers alleging age discrimination. Case settled in 2000 for \$10 million.
- *Scott* Road Commission Case-Counsel for African American employees of Oakland County Road Commission alleging racially hostile work environment. Favorable arbitration award of \$2 million in 2005.
- *Gilford* Case-Co-Counsel for class of 500 current and former Detroit Edison employees alleging race and age discrimination. Major programmatic relief negotiated and arbitration award in 2000 of \$45 million.

TRIAL LAWYER AWARDS AND RECOGNITION

- Champion of Justice Award 2014, State Bar of Michigan
 - 2008 Trial Lawyer of the Year awarded to legal team in Neal Case awarded by Public Justice Foundation.
 - 2010 Wade McCree Trial Lawyer of Year award by Federal Bar Association, Eastern District of Michigan to lawyers on the Neal case.
 - 2010 National Lawyers Guild Trial Lawyer of Year award for work on the Neal case.
 - Listed in Best Lawyers in America 27 continuous years (1989 to 2017)
 - Super Lawyer Top 100 every year since 2010
 - Super Lawyer Top 10 in Michigan twice
 - 2002 ACLU of Michigan Volunteer Attorney of the Year.
-

COMMUNITY AND LEGAL LEADERSHIP POSITIONS AND OTHER AWARDS

- Board of Directors of Public Justice Foundation, 2011 to present
 - Vice President and Member of Executive Committee, Public Justice Foundation,
 - Executive Board for Michigan Association of Justice, 1980 to present
 - Lifetime member of ABA Foundation
 - Member of Oakland Bar Association Foundation
 - Past President of Michigan Association for Justice, 2004-2005
 - Executive Committee for Wayne State University Law School Board of Visitors, 2009 to present
 - Judicial Selection Task Force Member appointed by Michigan Supreme Court Justice Marilyn Kelly, 2011 to 2013
 - State Bar of Michigan 2014 Champion of Justice Awardee
 - Listed in *Best Lawyers in America* continuously from 1989 to present.
 - Super Lawyer designation including Top 10 Lawyers in State of Michigan twice since 2009
 - 2013" Leader in the Law" designation awarded to 25 Michigan lawyers by *Michigan Lawyers Weekly* publication.
-

PUBLICATIONS AND TEACHING ACTIVITIES

- Co-author of "Common Law Theories of Wrongful Termination" published by Institute for Continuing Legal Education, Ann Arbor Michigan, 2006 to present.
 - Speaker on employment law topic at national convention seminar of National Employment Lawyers Association (NELA), 2012
 - Speaker at 2012 ICLE Labor and Employment Annual Seminar on Trial Demonstrations
 - Sponsor and organizer of the Public Justice Dean Robb Lecture Series on public Interest Law 2013 to present
 - Speaker in September 2016 for State Bar of Michigan, ADR Section Annual Conference
 - Speaker at 2013 ICLE seminar on E-Discovery
 - Speaker on Civil Rights legal issues at Michigan Association for Justice Seminar, 2012.
-

- From 1980 to present, more than 50 presentations on civil rights and employment issues for programs sponsored by American Bar Association, NELA, Michigan Association for Justice, National Lawyers Guild, ICLE of Michigan, Federal Bar Association, Oakland County Bar Association.

MEMBERSHIPS

- Fellow of the College of Labor and Employment Lawyers, 2005 to present
- Federal Bar Association, Eastern District of Michigan
- Oakland County Bar Association
- Macomb County Bar Association
- American Bar Association
- National Employment Lawyers Association
- Michigan Association for Justice
- American Association for Justice
- ICLE Labor and Employment Advisory Board

EXHIBIT 4

EDELSBERG **LAW**

MIAMI

**20900 NE 30TH AVE #417 AVENTURA, FL 33180
786 289 9471 | EDELSBERGLAW.COM**

ABOUT US

Your Trusted Class Action Law Firm. We are a dedicated class action firm committed to providing wide-ranging legal representation focused on delivering for our clients. Edelsberg Law is one of the top class action and commercial litigation law firms in the country.

THE EDELSBERG LAW PROMISE

Never shying away from litigating large consumer national class actions, Edelsberg Law is trusted by clients across the country to represent their interests and resolve their legal matters.

OUR MISSION

The attorneys and legal professionals at Edelsberg Law take pride in offering the highest caliber legal representation. We strive to help those that need help vindicating their rights and do not shy away from the difficult cases. If we take your case, we promise to work hard, efficient, and in your best interest.

SETTLEMENTS

Defranks V. Nastygal Class Settlement For \$5 Million Case No. 19-Cv-23028 (S.D. Fla 2020), Picton V. Greenway Dodge Class Settlement For \$2,745,000 Case No. 19-Cv-196-Orl (M.D. Fla 2020), Ostendorf V. Grange Indem. Ins. Co. Class Settlement For \$12 Million Case No. 2:19-Cv-1147, 2020 WI 134169 (S.D. Ohio 2020), Banks V. Fuccilloo Affiliates Of Florida Class Settlement For \$1,854,260 Case No. 19-Cv-00227 (M.D. Fla 2020), Goldschmidt V. Rack Room CLASS SETTLEMENT FOR \$25.9 MILLION Case No. 18-CV-21220 (S.D. FLA 2020), PENA V. LEX LAW CLASS SETTLEMENT FOR \$11.5 MILLION Case No. 18-CV-24407 (S.D. FLA 2020), Cortazar V. Ca Ventures Class Settlement For \$600,000 Case No. 19-Cv-22075 (S.d. Fla 2020), Albrecht V. Oasis Power Class Settlement For \$11 Million Case No. 18-Cv-1061 (S.D. Fla 2020), Robley V. Ids Property Casulaty Ins. Co. Class Settlement For \$275,000 Case No. 2019-022263-Ca-01 (Fla. 11th Cir. Ct.), Bracero V. Mendota Ins. Co. Class Settlement For \$1.1 Million Case No. 2019-015886-Ca-01 (Fla. 11th Cir. Ct.), Avila-Preciado V. Horace Mann Property & Casualty Insurance Co. Class Settlement for \$290,000 Case No. 19-Ca-004683 (Fla. 20th Cir. Ct.), Colon V. Direct General Ins. Co. Class Settlement For \$780,000 Case No. 2019-Ca-1636 Oc, (Fla. 9th Cir. Ct.), Junior Et Al. V. Infinity Auto Insurance Company Over \$20 Million Settlement For Unpaid Sales Tax And Certain Fees, Final Approval Pending Case No. 6:18-Cv-01598-Wwbejk (M.D. Fla), Smart Et Al. V. Auto Club Insurance Et Al. Class Settlement For Over \$850,000 Case No. 19-Ca-005580 (Fla. 13th Cir. Ct.), Suarez V. Mapfre Insurance Co. Of Florida Class Settlement For \$800,000 Case No. 2019-020729-Ca-01 (Fla. 11th Cir. Ct.), George V. Peachtree Casualty Insurance Co. Class Settlement For \$580,000 Case No. Ca-19-674 (Fla. 7th Cir. Ct.), Dunleavy V. Surinse Detox Class Settlement For \$500,000 Case No. 18-Cv-25090 (S.D. Fla 2019), Eisenband V. Schumacher Automative Class Settlement For \$5 Million Case No. 9:18-Cv-80911 (S.D. Fla 2019), Poirier V. Cubamax Class Settlement For \$800,000 Case No. 1:18-Cv-23240 (S.D. Fla 2019), Mclean V. Osborn Class Settlement For \$800,000 Case No. 18-Cv-81222 (S.D. Fla 2019), Bloom V. Jenny Craig Class Settlement For \$3 Million Case No. 1:18-Cv-21820 (S.D. Fla 2019), Papa V. Greico Ford Class Settlement For \$4.9 Million Case No. 18-21897 (S.D. Fla 2019), Wijesinha V. Susan B. Anthony Class Settlement For \$1,017,430 Case No. 18-Cv-22880 (S.D. Fla 2019), Halperin V. Youfit Heath Clubs Class Settlement For \$1,418,635 Case No. 18-Cv-61722 (S.D. Fla 2019), Dipuglia V. U.S. Coachways, Inc. Class Settlement For \$2.6 Million Case No. 17-23006-Civ (S.D. Fla 2018), Gottlieb V. Citgo Class Settlement For \$8.3 Million Case No. 9:16-81911 (S.D. Fla 2017), Masson V. Tallahassee Dodge Jeep Chrysler, Llc. Class Settlement For \$850,000 Case No. 1-17-Cv-22967 (S.D. 2017), Stathakos V. Columbia Sportswear Company Obtained Classwide Injunctive Relief Case No. 4:15-Cv-04543 (N.D. California 2017).



SCOTT EDELSBERG

PARTNER

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O: 310-438-5355

C: 305-975-3320

Scott Edelsberg's broad-based litigation experience representing both plaintiffs and defendants provides him with an invaluable perspective when prosecuting claims on behalf of consumers who have been harmed by corporate wrongdoing.

Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud and personal injury.

In connection with his representation in class action matters, Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Edelsberg has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. His efforts have led to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

Edelsberg is a native of South Florida and earned a Bachelor of Arts degree in Political Science from the University of Michigan. While at Michigan, he was awarded the Michigan Merit Scholar award and served as an intern for the Washtenaw County Public Defender's office. Edelsberg went on to receive a Juris Doctor degree, Cum Laude, from the University of Miami School of Law. While attending law school, he was on the Dean's List, a member of the International and Comparative Law Review, a Merit Scholarship recipient and served as an Equal Justice for America Fellow.

EDUCATION

University of Miami School of Law,
J.D. - 2012

University of Michigan, B.A. - 2009

BAR ADMISSIONS

Florida
California

COURT ADMISSIONS

Southern District of Florida
Middle District of Florida

PRIMARY PRACTICE

Class Action



ADAM SCHWARTZBAUM

PARTNER

E: adam@edelsberglaw.com

O: 786-673-2405

C: 305-725-1245

Adam Schwartzbaum is a Partner at Edelsberg Law in Miami, Florida, where he plays a leading role representing individuals in class action litigation across the country. Adam has a wealth of experience representing both plaintiffs and defendants in state and federal court and at the trial and appellate levels. Adam's passion for using the law to better the lives of ordinary people makes him a fierce advocate for his clients and a champion for justice. Further, Adam has helped recover over \$1.6 billion for his clients over the course of his legal career.

Adam was previously a partner at The Moskowitz Law Firm, where he worked on some of the country's largest class actions and multi-district litigation cases. Adam directly represented many survivors of the Champlain Towers South Condominium Collapse Litigation in the firm's role as lead counsel for the economic loss victims and helped achieve a historic \$1.1 billion settlement. Adam also worked directly with Co-Lead Counsel to help organize and run two federal multi-district litigations: the FieldTurf Artificial Turf Marketing and Sales Practices Litigation, and the Erie COVID-19 Business Interruption Insurance Protection Litigation. Other representative matters include the Transamerica and Lincoln cost of insurance litigation; the COVID-19 student fee cases against Florida public schools, including appeals in all of Florida's District Courts of Appeal; several Ponzi scheme cases on behalf of investors against both principals and aiders and abettors; suits challenging illegal and deceptive and unfair business practices in the insurance industry; and a certified issue class concerning the Fort Lauderdale Water Main Break against Florida Power & Light and several of its subcontractors that was affirmed on appeal and resulted in a trial victory for the certified class. Adam also chaired the firm's busy appellate practice, utilizing his twelve years of appellate experience to lead over a dozen appeals in the Florida District Courts of Appeal and the federal Circuit Courts of Appeal. For example, Adam helped lead a team of lawyers to brief and argue *Cherry v. Dometic*, 986 F.3d 1296 (11th Cir. 2021), an appeal that resulted in an opinion clarifying and revising the "ascertainability" standard to the benefit of class action plaintiffs across the country.

Adam began his legal career with a defense-oriented practice split between appellate and trial level advocacy. At Weiss Serota Helfman Cole & Bierman, Adam represented many local governments, as well as businesses and individuals, in both state and federal court, in a variety of commercial disputes and lawsuits involving complex constitutional and statutory issues. Prior to that, Adam practiced complex commercial litigation at White & Case.

Adam was raised in the Cuban-Jewish community in Miami Beach. He attended Brandeis University as a Justice Brandeis Scholar where he earned a Bachelor of Arts with highest honors and graduated summa cum laude and Phi Beta Kappa. Adam performed a year of national service in Washington, D.C. with City Year before attending the University of Pennsylvania Law School as a Levy Scholar. Adam was a Senior Editor of the University of Pennsylvania Law Review (which published his scholarship) and a member of the Penn Moot Court Board. Adam was President of the Penn Law student chapter of the American Constitution Society and was honored for his outstanding contributions to pro bono work on behalf of workers and children in Philadelphia.

Since 2015, Adam has served on the Board of Directors of Nu Deco Ensemble, Miami's 21st Century chamber orchestra, and is currently the corporate Secretary. Adam is the founder and Team Captain for Jewish Community Service's Miami Marathon and Half Marathon Team Blue Card, which since 2013 has raised over half a million dollars to support indigent Holocaust Survivors. Adam also sits on the Board of Directors of Temple Menorah in Miami Beach.

EDUCATION

Brandeis University, B.A., 2007

University of Pennsylvania Law School,
2011

BAR ADMISSIONS

Florida Bar

Southern District of Florida

Middle District of Florida

Eleventh Circuit Court of Appeals

Third Circuit Court of Appeals

AWARDS & RECOGNITION

Rising Star, Super Lawyer Magazine,
2018, 2019, 2020, 2021, 2022, 2023

Miami Dade County Bar Association
"40 Under 40" Award (2023)

Palm Beach Media Group
Top Lawyers, 2023

PRIMARY PRACTICE

Class Action



GABRIEL MANDLER

SENIOR ASSOCIATE

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C: 786-200-4316

Gabriel Mandler is a Senior Associate at Edelsberg Law. His practice focuses on multi-state consumer class action litigation, representing clients in both state and federal courts at the trial and appellate levels.

Gabriel has experience litigating a broad range of class action disputes, including employment discrimination, insurance disputes and mass torts. Gabriel previously worked at Stroock & Stroock & Lavan LLP, where he was part of a team in the remedial phase of a Title VII class action that recovered approximately \$2 billion for African American and Latino teachers who were discriminated against by New York City's Board of Education. Gabriel also has extensive experience handling complex commercial litigation disputes through trial.

A Miami native, Gabriel graduated magna cum laude from the University of Miami School of Law, where he was a member of the Business Law Review and Charles C. Papy, Jr. Moot Court Board. During this time, Gabriel interned for the Honorable Jonathan Goodman, a United States Magistrate Judge for the Southern District of Florida. Prior to law school, Gabriel earned his Bachelor of Arts Degree in Journalism and Communications from the University of Florida.

EDUCATION

University of Miami Law School, J.D.
University of Florida, B.A.



RACHEL DAPEER OF COUNSEL

E: rachel@edelsberglaw.com

C: 305-610-5223

Rachel Dapeer's practice focuses on multi-state consumer class action litigation and complex commercial litigation. She handles a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer matters.

Rachel is of-counsel at Edelsberg Law and manages her own law firm, Dapeer Law, P.A. where her litigation practice spans a variety of industries including real estate, automotive, banking and retail. Prior to joining Edelsberg law, Rachel was an Associate at Greenspoon Marder, LLP., where she represented businesses and individuals in a variety of disputes involving breach of contract, commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Rachel attended undergraduate school at the University of North Carolina at Chapel Hill (B.S.B.A., 2007) and obtained a Juris Doctorate degree from Cardozo Law School (J.D., 2011). Before returning home to Miami, Rachel practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings.

EDUCATION

Cardozo Law School, J.D. - 2011

University of North Carolina,
B.S., B.A. - 2007

EXHIBIT 5



SHAMIS & GENTILE, P.A.
CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Northern, Eastern, Western, and Southern Districts of New York, Northern, Southern, Central Districts of Illinois, Northern, Middle, and Southern Districts of Georgia, Eastern and Western Districts of Michigan, Eastern and Western Districts of Wisconsin, Northern and Southern Districts of Ohio, Eastern and Western Districts of Missouri, Eastern, Western, and Northern Districts of Oklahoma, Northern, Western, Eastern, and Southern Districts of Texas, Southern District of Indiana, U.S. District Court of Colorado, U.S. District Court of Connecticut, U.S. District Court of Arizona, and the U.S. District Court of Nebraska.

Mr. Shamis specializes in Consumer Protection Class Action Litigation, Mass Torts, Mass Arbitration, Personal Injury, Wrongful Death, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Garrett Berg is a partner at Shamis & Gentile, P.A. and leads the firms' Data Privacy department. Mr. Berg's practice involves all aspects of federal and state civil litigation with a focus on consumer-protection class action lawsuits. Mr. Berg has been responsible for recovering millions of dollars owed to clients and class members across the nation and has litigated hundreds of cases.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Ohio 2023) (\$6,500,000.00 Class Settlement)
- *Arevalo, et. al. v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000.00 Class Settlement)
- *Bloom v. Jenny Craig, Inc.*, No. 1:18-cv-21820-KMM, 2018 U.S. Dist. LEXIS 151686 (S.D. Fla. 2018) (\$3,000,000.00 Class Settlement)
- *Davis, et. al. v. Geico Casualty Company, et. al.*, No. 19-cv-02477 (S.D. Ohio 2023) (\$5,756,500.00 Class Settlement)
- *DeFranks v. Nastygal.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000.00 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.* No. 19-CA-001636 (Fla. 9th Cir. Ct.) (\$2,450,000.00 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000.00 Class Settlement)
- *Jacques, et. al. v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct.) (\$6,000,000.00 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000.00 Class Settlement)
- *McPheeters v. United Services Automobile Association and Garrison Property and Casualty Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250,00.00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas et al. v. LM General Insurance Company et al.*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083.00 Class Settlement)

- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000.00 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau, et. al., v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Picton v. Greenway Chrysler-Jeep-Dodge Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 19-cv-00196-GAP-DCI (M.D. Fla. 2019) (\$2,745,000.00 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South, et. al. v. Progressive Select Insurance Company, et. al.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.

EXHIBIT 6

THE MILLER LAW FIRM

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THE MILLER LAW FIRM, P.C. | FIRM RESUME

The Miller Law Firm, P.C. (the “Firm”) is one of the premier litigation law firms in the United States and Michigan’s leading class action firm. A recognized leader in the area of complex commercial litigation, the Firm is ranked Tier 1 in Detroit by *U.S. News-Best Lawyers* “Best Law Firms” for commercial litigation. Since the Firm’s founding in 1993, the Firm has developed a national reputation for successfully prosecuting securities fraud and consumer class actions on behalf of its clients. As Lead Counsel or Co-Lead Counsel appointed by judges throughout the United States in some of the country’s largest and most complex cases, the Firm has achieved over \$3 billion in settlements, recoveries and/or verdicts on behalf of injured class members.

Highlights of Results Obtained

2024 *In re Wright & Filippis, LLC Data Security Breach Litigation*
(United States District Court, Eastern District of Michigan)
(Case No. 2:22-cv-12908) (Chair of Class Counsel)

Result: \$2.9 million settlement

In Hope College Data Security Breach Litigation
(United States District Court, Western District of Michigan)
(Case No. 1:22-cv-01224) (Plaintiffs’ Counsel)

Result: \$1.5 million settlement

Schreiber et al v. Mayo Found. for Medical Education and Research
(United States District Court, Western District of Michigan)
(Case No. 2:22-cv-00188) (Class Counsel)

Result: \$52.5 million settlement

Pratt v. KSE Sportsman Media, Inc.
(United States District Court, Eastern District of Michigan)
(Case No. 1:21-cv-11404) (Class Counsel)

Result: \$9.5 million settlement

2023 *Cooper (nee Zimmerman) v. The 3M Company and Wolverine*
(United States District Court, Western District of Michigan)
(Case No. 1:17-cv-01062) (Co-Lead Counsel)

Result: \$54 million settlement

Reynolds v. FCA

(United States District Court, Eastern District of Michigan)
(Case No. 2:19-cv-11745) (Co-Lead Counsel)

Result: Over \$30 million settlement value

Kain v. The Economist Newspaper NA, Inc.
(United States District Court, Eastern District of Michigan)
(Case No. 4:21-cv-11807) (Co-Lead Counsel)

Result: \$9.5 million settlement

Ketover v. Kiplinger Washington Editors, Inc.
(United States District Court, Eastern District of Michigan)
(Case No. 1:21-cv-12987) (E. Powell Miller, Phil Fraietta, Joe Marchese, Frank Hedin)

Result: \$6.8 million settlement

Moeller v. The Week Publications, Inc.
(United States District Court, Eastern District of Michigan)
(Case No. 1:22-cv-10666) (E. Powell Miller, Phil Fraietta, Joe Marchese, Frank Hedin)

Result: \$5.1 million settlement

Thomsen v. Morley
(United States District Court, Eastern District of Michigan)
(Case No. 1:22-cv-10271) (Plaintiffs' Executive Committee)

Result: \$4.3 million settlement

2022

In re; National Prescription Opiate Litigation (CVS, Walgreens and Walmart retail pharmacy and two manufacturers Allergan and Teva)
(United States District Court, Northern District Ohio, MDL Court)
(Case No. 1:17-md-2804) (Represented several Michigan counties who were parties to and benefited from the global settlement)

Result: \$18.5 billion global settlement plus Narcan or additional cash from Teva

In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litig.,
(United States District Court, District of Kansas)
(Case No. 2:17-md-02785) (Plaintiffs' Steering Committee)

Result: \$609 million in settlements

Wood, et al. v. FCA US LLC
(United States District Court, Eastern District of Michigan)
(Case No. 5:20-cv-11054) (Co-Lead Counsel)

Result: Over \$108 million settlement value

Persad, et al. v. Ford Motor Company
(United States District Court, Eastern District of Michigan)
(Case No. 2:17-cv-12599) (Co-Lead Counsel)

Result: Over \$42 million settlement value

Loftus v. Outside Integrated Media, LLC
(United States District Court, Eastern District of Michigan)
(Case No. 2:21-cv-11809) (Co-Lead Counsel)

Result: Approximately \$1 million settlement

Graham, et al. v. University of Michigan, et al.,
(United States District Court, Eastern District of Michigan)
(Case No. 2:21-cv-11168) (Co-Lead Counsel)

Result: Injunctive relief settlement mandating University reforms to address and prevent sexual misconduct

John Doe MC-1 v. University of Michigan, et. al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:20-cv-10568) (Represented several victims of sexual abuse in private, confidential settlement)

Result: Confidential settlement

2021

In re; National Prescription Opiate Litigation (Distributor and Manufacturer Janssen Pharmaceuticals Settlement)
(United States District Court, Northern District of Ohio, MDL Court)
(Case No. 1:17-md-2804) (Represented several Michigan counties who were parties to and benefited from the global settlement.)

Result: \$26 billion global settlement

Simmons, et al. v. Apple, Inc.
(Superior Court of the State of California, County of Santa Clara)
(Case No. 17CV312251) (Co-Lead Counsel)

Result: \$9.75 million settlement

Dougherty v Esperion Therapeutics, Inc., et. Al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:16-cv-10089) (Local Counsel)

Result: \$18.25 million settlement

In re Broiler Chicken Antitrust Litigation
(United States District Court, Northern District of Illinois, Eastern
Division) (Case No. 1:16-cv-08637)

Result: \$93.5 million in settlements in 2021

2020 *In re Resistors Antitrust Litigation*
(United States District Court, Northern District of California)
(Case No. 3:15-cv-03820) (Informal member of Steering Committee)

Result: \$33.4 million in settlements in 2020

In re Capacitors Antitrust Litigation
(United States District Court, Northern District of California)
(Case No. 03:17-md-02801) (Informal member of Steering
Committee)

Result: \$30.95 million in settlements in 2020

2019 *Carl Palazzolo, et al. Fiat Chrysler Automobiles N.V., et al.*
(United States District Court, Eastern District of Michigan)
(Case No. 16-cv-12803) (Co-Lead Counsel)

Result: \$14.75 million settlement

Zimmerman v. Diplomat Pharmacy, Inc., et al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:16-cv-14005) (Liaison Counsel)

Result: \$14.1 million settlement

2018 *In re Freight Forwarders Antitrust Litigation*
(United States District Court, Eastern District of New York)
(Case No. 08-cv-00042) (Counsel for Class Representative)

Result: \$1 billion settlement

2017 *Foster v. L3 Communications, EO Tech*
(United States District Court, Western District of Missouri)
(Case No. 15-cv-03519) (Co-Lead Counsel)

Result: \$51 million settlement (100% recovery)

2016

In re Automotive Parts Antitrust Litigation
(United States District Court, Eastern District of Michigan)
(Case No. 12-md-02311) (Liaison Counsel)

Result: Over \$1 billion in settlements

GM Securities Class Action/New York Teachers Retirement System v. General Motors Company
(United States District Court, Eastern District of Michigan)
(Case No. 4:14-cv-11191) (Local Counsel)

Result: \$300 million settlement

ERISA Class Action/Davidson v. Henkel Corporation
(United States District Court, Eastern District of Michigan)
(Case No. 12-cv-14103) (Lead Counsel)

Result: \$3.35 million settlement (100% Recovery for 41 member class)

Pat Cason-Merenda and Jeffrey A. Suhre v. VHS of Michigan, Inc., dba Detroit Medical Center (Antitrust)
(United States District Court, Eastern District of Michigan)
(Case No. 2:06-cv-15601) (Special Trial Counsel)

Result: \$42 million settlement

2015

In re AIG 2008 Securities Litigation
(United States District Court, Southern District of New York)
(Case No. 08-cv-04772) (Co-Lead Counsel)

Result: \$970.5 million settlement

2014

City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A.
(United States District Court, District of Minnesota)
(Case No. 10-cv-04372) (Co-Lead Counsel and Primary Trial Counsel)

Result: \$62.5 million settlement

The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan
(United States District Court, Eastern District of Michigan)
(Case No. 2:10-cv-14360) (Co-Lead Counsel)

Result: \$30 million settlement

In re Refrigerant Compressors Antitrust Litigation

(United States District Court, Eastern District of Michigan)
(Case No. 09-md-02042) (Co-Lead Counsel)

Result: \$30 million settlement

2013

The Board of Trustees of the City of Birmingham Employees et. al. v. Comerica Bank et. al.

(United States District Court, Eastern District of Michigan)
(Case No. 2:09-13201) (Co-Lead Counsel)

Result: \$11 million settlement

In Re Caraco Pharmaceutical Laboratories, Ltd. Securities Litigation
(United States District Court, Eastern District of Michigan)
(Case No. 2:09-cv-12830) (Co-Lead Counsel)

Result: \$2.975 million settlement

In Re TechTeam Global Inc. Shareholder Litigation
(Oakland County Circuit Court, State of Michigan)
(Case No. 10-114863-CB) (Liaison Counsel)

Result: \$1.775 million settlement

General Retirement System of the City of Detroit and Police and Fire Retirement System of the City of Detroit vs. UBS Securities, LLC (Structured Investment Vehicle)
(United States District Court, Eastern District of Michigan)
(Case No. 2:10-cv-13920) (Lead Counsel)

Result: Confidential settlement

2010

Epstein, et al. v. Heartland Industrial Partners, L.P., et al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:06-CV-13555) (Substantial role)

Result: \$12.2 million settlement

In Re Skilled Healthcare Group, Inc. Securities Litigation
(United States District Court, Central District of California)
(Case No. 09-5416) (Substantial role)

Result: \$3 million settlement

2009

In Re Proquest Company Securities Litigation
(United States District Court, Eastern District of Michigan)
(Case No. 4:06-CV-11579) (Substantial role; argued Motion to Dismiss)

Result: \$20 million settlement

In Re Collins & Aikman Corporation Securities Litigation
(United States District Court, Eastern District Michigan)
(Case No. 03-CV-71173) (Substantial role)

Result: \$10.8 million settlement

In re IT Group Securities Litigation
(United States District Court, Western District of Pennsylvania)
(Civil Action No. 03-288) (Co-Lead Counsel)

Result: \$3.4 million settlement

2008 *In re Mercury Interactive Securities Litigation*
(United States District Court, Northern District of California)
(Civil Action No. 03:05-CV-3395-JF) (Substantial role)

Result: \$117 million settlement

In Re General Motors Corporation Securities and Derivative Litigation
(United States District Court, Eastern District of Michigan)
(Master Case No. 06-MD-1749) (Co-Lead Counsel)

Status: Obtained major corporate governance reforms to address accounting deficiencies

2007 *Wong v. T-Mobile USA, Inc.*
(United States District Court, Eastern District of Michigan)
(Case No. 05-CV-73922) (Co-Lead)

Result: Settlement for 100% of damages

In re CMS Energy Corporation Securities Litigation
(United States District Court, Eastern District Michigan)
(Master File No. 2:02 CV 72004) (Substantial role)

Result: \$200 million settlement

2005 *In re Comerica Securities Fraud Litigation*
(United States District Court, Eastern District of Michigan)
(Case No. 2:02-CV-60233) (Substantial role)

Result: \$21 million in total settlements

Street v. Siemens

(Philadelphia State Court)
(Case No. 03-885) (Co-Lead Counsel)

Result: \$14.4 million (100% recovery)

Redmer v. Tournament Players Club of Michigan
(Wayne County Circuit Court) (Case No. 02-224481-CK) (Co-Lead)

Result: \$3.1 million settlement

2004 *Passucci v. Airtouch Communications, Inc.*
(Wayne County Circuit Court) (Case No. 01-131048-CP) (Co-Lead)

Result: Estimated settlement value between \$30.9 and \$40.3 million

Johnson v. National Western Life Insurance
(Oakland County Circuit Court)
(Case No. 01-032012-CP) (Substantial role)

Result: \$10.7 million settlement

2003 *Felts v. Starlight*
(United States District Court, Eastern District Michigan)
(Case No. 01-71539) (Co-Lead)

Result: Starlight agrees to stop selling ephedrine as an ingredient in its weight loss dietary supplement product

In re Lason Securities Litigation
(United States District Court, Eastern District Michigan)
(Case No. 99-CV-76079) (Co-Lead)

Result: \$12.68 million settlement

2001 *Mario Gasperoni, et al. v. Metabolife International, Inc.*
(United States District Court, Eastern District Michigan)
(Case No. 00-71255) (Co-Lead)

Result: Nationwide settlement approved mandating changes in advertising and labeling on millions of bottles of dietary supplement, plus approximately \$8.5 million in benefits

1999 *Pop v. Art Van Furniture and Alexander Hamilton Insurance Company*
(Wayne County Circuit Court) (Case No. 97-722003-CP) (Co-Lead)

Result: Changes in sales practices and \$9 million in merchandise.

Schroff v. Bombardier

(United States District Court, Eastern District Michigan)
(Case No. 99-70327) (Co-Lead)

Result: Recall of more than 20,000 defective Seadoos throughout North America; repair of defect to reduce water ingestion problem; extended warranties; and approximately \$4 million in merchandise.

In re National Techteam Securities Litigation

(United States District Court, Eastern District Michigan)
(Master File No. 97-74587) (Substantial role)

Result: \$11 million settlement

In Re F&M Distributors, Inc., Securities Litigation

(United States District Court, Eastern District Michigan)
(Case No. 95-CV-71778-DT) (Minor role)

Result: \$20 million settlement

1998

In Re Michigan National Corporation Securities Litigation

(United States District Court, Eastern District Michigan)
(Case No 95 CV 70647 DT) (Substantial role)

Result: \$13.3 million settlement

1995

In re Intel Pentium Processor Litigation

(Superior Court, Santa Clara County, California) (Master File No. 745729)
(Substantial role)

Result: Intel agreed to replace millions of defective Pentium chips on demand without any cost to consumers

E. POWELL MILLER, PARTNER



✉ EPM@millerlawpc.com

Powell Miller has been recognized as Michigan's number one ranked attorney by Super Lawyers Magazine for 2020. He has also been named one of the Top 10 lawyers in Michigan for fifteen consecutive years, from 2009-2023, by Super Lawyers Magazine, and in 2010, 2015, 2019, 2020, and 2024 he was the recipient of the Best Lawyers – Lawyer of the Year in the category of Bet-The-Company Litigation. In 2017, Mr. Miller was the recipient of the Judge Friedman and Cook Civility Award, which is awarded to only one lawyer each year. In 2024, he received the Professionalism Award from the Oakland County Bar Association. He has been named as one of the Best Lawyers in America every year since 2005. Mr. Miller has earned Martindale-Hubbell's highest rating, AV[®] Preeminent[™] 5/5.0 for legal ethics and ability and a 10/10 from AVVO a public rating system. Mr. Miller is also ranked as only one of nine in Michigan to receive the highest Band 1 rating by Chambers USA, describing Mr. Miller as a "Superb trial lawyer" who "routinely acts for high-profile clients based across the [United] states."

Mr. Miller focuses his practice on all aspects of litigation. He has been retained by many Fortune 500 and other clients to represent them in litigation throughout the United States, including in Michigan, New York, New Jersey, Pennsylvania, Arkansas, Florida, Texas, Kentucky, Ohio, California, Colorado, Indiana, and Illinois.

Mr. Miller recently won an arbitration against Jimmy Johns in the amount of \$4.8 million including a \$1 million attorney fee award. He has never lost a trial, including verdicts in excess of \$5 million, \$10 million and \$23 million. Mr. Miller has also obtained in excess of \$3 billion in settlements. These settlements are regularly among the top ten in Michigan each year, including a high-profile verdict in May, 2016 for 100% liability.

In October, 2019 Mr. Miller defended a consumer goods manufacturer against Plaintiffs asserting complex price discrimination and antitrust claims, and alleging millions of dollars in damages. Following a 3-week trial and seven hours of deliberations, a California jury returned a unanimous verdict in favor of his client, rejecting all of Plaintiffs' claims.

Mr. Miller has previously served as Co-President of the Detroit Chapter of the Federal Bar Association Antitrust and Securities Committees. He also serves on the Executive Committee for the Wayne State University Law School Board of Visitors and has served a Co-Chair of the American Bar Association Procedures Subcommittee on class actions and multi-district litigation. He lectures regularly on securities litigation at the University of Michigan School of Law. He has also served as an Adjunct Professor at the University of Detroit Law School teaching trial practice. In addition, Mr. Miller regularly speaks at continuing legal education seminars on securities fraud class actions. Mr. Miller also serves as a Master member of The Oakland County Bar Association Inns of Court.

Mr. Miller graduated third in his class from Wayne State University Law School, magna cum laude, in 1986. He was named to the honor society, Order of the Coif, and he was an Editor of the Wayne Law Review. In 1986, Mr. Miller joined the Detroit law firm of Honigman Miller Schwartz and Cohn, where he was elected partner in 1990. In 1994, he formed his own firm.

Mr. Miller has been recognized as a top debater in the United States. He won first place at the Harvard University National Debate Tournament as a freshman at Georgetown University. He also represented Georgetown in a special international debating exhibition against the Oxford Debating Union of Great Britain.

Mr. Miller is a proud supporter of the Detroit Urban Debate League, a nonprofit that supports the creation of debate programs in under-served high schools; the University of Detroit Jesuit High School and Academy; The Joe Niekro Foundation, which is committed to aiding in the research and treatment of aneurysm patients and families; and Charlotte's Wings, a nonprofit that is dedicated to supporting ailing children in Southeast Michigan through donations of new books to the children and their families in hospital and hospice care.

EDUCATION:

UNIVERSITY OF DETROIT JESUIT HIGH SCHOOL, 1979

GEORGETOWN UNIVERSITY, B.A., 1983

WAYNE STATE UNIVERSITY LAW SCHOOL, J.D., 1986



SHARON S. ALMONRODE, PARTNER

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Sharon S. Almonrode is a partner at The Miller Law Firm, where she is also the Chair of the Firm's Class Action and Multi-District Litigation Department. She has a complex litigation practice with an emphasis on prosecuting large, high-risk, significant damage exposure cases on behalf of clients. Her practice includes ERISA and pension fund litigation, breach of fiduciary duty, consumer products and commercial litigation. She has represented commercial clients in products liability and patent and trademark related litigation. She has successfully represented clients in multi-million dollar cases, including the successful resolution of an actuarial claim for \$110 million dollars.

Ms. Almonrode was appointed to the Plaintiffs' Steering Committee in ongoing litigation against Mylan Pharmaceuticals and other drug companies regarding their anti-competitive conduct in the sale of EpiPen epinephrine auto-injectors, resulting in a monopoly that has made them billions of dollars at the expense of consumers and third party payors. *See In Re: EpiPen (Epinephrine Injection, UPS) Marketing, Sales Practices and Antitrust Litigation*, No. 17-md-02785 (D. Kan.). Ms. Almonrode also served as lead counsel in *In Re: Foster v. L3 Communications, EO Tech*, No. 15-cv-03519 (E.D. Mich.) which settled in excess of \$51 million, as well as co-lead counsel in the ERISA class action *Davidson v. Henkel Corporation*, No. 12-cv-14103 (E.D. Mich.) which settled for \$3.35 million, resulting in a 100% recovery for the class.

In 2010, she received the special distinction of Michigan Leader in the Law, awarded by *Michigan Lawyers' Weekly*. For the past 13 years, Ms. Almonrode has been named a Super Lawyer. For the past 11 years, she has been named one of the top 50 Women Super Lawyers in the State of Michigan (out of approximately 11,000 women practicing in the state). For the past 10 years, she has been named one of the top 100 Lawyers in Michigan (out of 34,204 lawyers in the state). She was named one of the top five Consumer Lawyers in the State of Michigan for 2016. Ms. Almonrode was named among the most notable women lawyers in Michigan by *Crain's Detroit Business* for 2017. In 2019, she was admitted to the inaugural class of the Michigan Lawyers' Weekly Hall of Fame. She has earned Martindale-Hubbell's highest rating, AV[®] Preeminent[™] 5/5.0 for legal ethics and ability.

Ms. Almonrode was admitted to practice in the State of Michigan in 1982. She is also admitted to practice in the U.S. District Court Eastern District of Michigan, U.S. District Court Western District of Michigan, U.S. Bankruptcy Court Eastern District of Michigan, U.S. Bankruptcy Court Western District of Michigan, U.S. District Court – Northern District of Illinois, U.S. Court of Appeals 6th Circuit, the State of New York, the U.S. District Court for Southern District of New York, the U.S. District Court for the Eastern District of New York, the U.S. Court of Appeals 2nd Circuit, and the U.S. Supreme Court.

Before joining The Miller Law Firm, P.C. in 2012, Ms. Almonrode was a Partner at Sullivan, Ward, Asher & Patton, P.C., and Supervisor-Salaried Personnel at General Motors Corp.

Ms. Almonrode's pro bono activities have included working with the Detroit Institute of Arts and the Detroit Film Theatre Board.

Oakland University, B.S., 1978

University of Detroit Mercy School of Law, J.D. 1981



BRIAN M. SAXE, PARTNER

✉ BMS@millerlawpc.com

Brian M. Saxe is a Partner at The Miller Law Firm. He concentrates his practice on complex commercial, business, and class action litigation.

Mr. Saxe has successfully litigated class actions throughout the nation, including on behalf of consumers, homeowners, and insureds. He has obtained groundbreaking recoveries on behalf of children with autism challenging the denial of coverage for behavioral therapy. Several of his class action settlements have ranked among the top 5 in Michigan.

Mr. Saxe has also been at the forefront of important legal developments in shareholder oppression litigation. He represented the plaintiff in the first ever oppression case to reach the Michigan Supreme Court, resulting in the groundbreaking decision of *Madugula v. Taub* (Michigan Supreme Court, July 15, 2014). Mr. Saxe has litigated many other noteworthy business cases in trial and appellate courts. His business cases have resulted in numerous multimillion dollar recoveries, including the #1 largest settlement reported in Michigan in 2015. He has secured multiple settlements ranking in the top 5 or top 25 business litigation recoveries in Michigan.

Mr. Saxe has been named a “Top Lawyer” by *dBusiness Magazine*, and he has repeatedly been named a “Super Lawyer” in Business Litigation by Michigan Super Lawyers.

Mr. Saxe is an active member of the Privately Held Businesses Forum of the State Bar of Michigan, and he serves as Chairman of its Publications Committee. He has presented on business litigation and breakup issues for the State Bar of Michigan, including at the annual Business Law Symposium and at other SBM events.

Prior to joining The Miller Law Firm, Mr. Saxe worked at law firms focusing on business and complex commercial litigation and class actions, including as sole owner, co-owner, and partner. Prior to entering private practice, Mr. Saxe served as judicial law clerk for the chief judge of Ingham County, as judicial intern for a justice of the Michigan Supreme Court, and as judicial intern for a judge of the Oakland County Circuit Court. Mr. Saxe also served as an intern for Legal Services of South Central Michigan, and as a research assistant to a law professor at Michigan State University.

Mr. Saxe received his law degree, *summa cum laude*, from Michigan State University College of Law in 2006, where he graduated in the top 5% of his class and received Jurisprudence Achievement Awards for earning the highest grades in Research, Writing & Advocacy I; Research, Writing & Advocacy II; and Contract Drafting. During law school, Mr. Saxe was the Senior Articles Editor of the *Michigan State Law Review*, and served on the school’s Faculty Appointments Committee. In addition, Mr. Saxe’s student article, titled “When a Rigid Textualism Fails: Damages for ADA Employment Retaliation,” was selected for publication in the *Michigan State Law Review* and has since been cited in court opinions and in the leading treatise on statutory interpretation.

Prior to law school, Mr. Saxe received a Bachelor of Arts degree from James Madison College at Michigan State University in 2002, where he studied political science. While at Michigan State, he served as a member of the university's Anti-Discrimination Judicial Board.

Michigan State University, B.A. 2002

Michigan State University College of Law, 2006

EXHIBIT 7

CRAIG E. ROTHBURD, ESQUIRE

ATTORNEY AT LAW
320 W. KENNEDY BOULEVARD, SUITE 700
TAMPA, FLORIDA 33606
CRAIGEROTHBURDPA.COM

PROFESSIONAL EXPERIENCE

August 2005 - present: **CRAIG E. ROTHBURD, P.A.** - Tampa, Florida
Partner – Primary focus on complex business, consumer class action, corporate, healthcare and real estate law and litigation.

January 2004 – August 2005: **EDDY & ROTHBURD, P.A.** - Tampa, Florida
Partner – Primary focus, same as above.

May 1995 – December 2003: **ROBERT K. EDDY & ASSOCIATES, P.A.** - Tampa, Florida
Associate Attorney – Primary focus, on complex business, commercial, corporate, real estate, healthcare and creditor's rights law and litigation

EDUCATION

University of Florida, College of Law, - Gainesville, Florida
Juris Doctor, *with Honors*, December 1994.

University of Florida, - Gainesville, Florida
Bachelor of Science, December 1990

ADMISSIONS

Admitted to Practice in all Florida State Courts; United States District Courts for the Middle, Northern and Southern Districts of Florida; and United States Court of Appeal, Eleventh Circuit.

PROFESSIONAL AFFILIATIONS

National Association of Consumer Advocates (NACA) – *Membership Chairperson and member*; Consumer Protection Law Committee, The Florida Bar – *Past Chairperson*; The Florida Bar - *member*; Federal Bar Association, Middle District of Florida Chapter – *member*; Hillsborough County Bar Association - *member*; Trail Lawyers Sections of Florida Bar and Hillsborough County Bar Association - *member*; Florida Justice Association – *member*; Public Justice – *member*.

AWARDS, HONORS AND COMMUNITY ACTIVITIES

Awards and Honors

Bay Area Legal Services, *Judge Don Castor Justice Award (2019)*; The Florida Bar, *Consumer Protection Lawyer of the Year (2017)*; Thirteenth Judicial Circuit, *Special Recognition Award - (pro bono and cy pres)*; Homeless Coalition of Hillsborough County, *Homeless Hero – Advocacy*; Martindale-Hubbell, *AV™ rating*; AVVO, *10/10 rating*; Florida Trend magazine, *Legal Elite*; Florida's Superlawyers, *Superlawyer*; The National Law Journal, *Tampa's Top Lawyers*; Tampa Bay Magazine, *Tampa's Top Lawyers*

Community Activities

Bay Area Legal Services, Inc., *Director*; Bay Area Legal Services, *immediate past Development Council Chairperson*; Tampa Museum of Art, *Member*; Tampa Theatre, *Member*; Tampa Bay Performing Arts Centre, *Member*; and Gator Boosters, Inc, *Scholarship Club Member*.

SIGNIFICANT CERTIFIED CLASS CASES

South v. Progressive Select Insurance Company, Case No: 19-CV-21760. United States District Court, S.D. Fla., Ft. Lauderdale Division

Horneland v. US Bank, N.A., Case No.: 14-CA-001117. 13th Judicial Circuit, Hillsborough County, Florida

A Kaufman Clinic, Inc., et al. v. Nationwide General Insurance Company, et al., Case No.: 09-033393 CACE, 17th Judicial Circuit, Ft. Lauderdale, Florida

Total Care Chiropractic & MRI Associates of St. Pete, Inc. v. Mercury Ins. Co. of Florida, Case No.: 10-12853 CACE, 17th Judicial Circuit, Ft. Lauderdale, Florida

MRI Associates of St. Pete, Inc. v. Travelers Insurance Company, et al., Case No.: 10-CA-013131 Div. C 13th Judicial Circuit, Tampa, Florida

MRI Associates of St. Pete, Inc. v. First Acceptance Insurance Company, Case No.: 10-CA-03919 Div. F 13th Judicial Circuit, Tampa, Florida

MRI Associates of St. Pete, Inc. v. Metropolitan Casualty Insurance Company, Case No.: 10-CA-03921 Div. J 13th Judicial Circuit, Tampa, Florida

MRI Associates of St. Pete, Inc. v. Auto Club South Insurance Company, Case No.: 10-CA-013134 Div. J 13th Judicial Circuit, Tampa, Florida

MRI Associates of St. Pete, Inc. v. Dairyland Insurance Company, et al., Case No.: 8:11-cv-665-JSM-MAP United States District Court, M.D Fla., Tampa Division

MRI Associates of St. Pete, Inc. v. USAA Casualty Insurance Company et al., Case No.: 10-CA-016785 Div. D13th Judicial Circuit, Tampa, Florida

Advantage Open MRI, Inc. v. USAA Casualty Insurance Company, et al. Case No.: 08-11104 Div. F 13th Judicial Circuit, Tampa, Florida

MRI Associates of St. Pete v. Property & Casualty Insurance Company of Hartford, Case No.: 10-03925 Div. B 13th Judicial Circuit, Tampa Florida

AFO Imaging, Inc. v. Peak Property and Casualty Insurance Corp., et al., Case No.: 08-CA-21533 Div. C 13th Judicial Circuit, Tampa Florida

AFO Imaging, Inc. v. Nationwide Mutual Ins. Co., et al., Case No. 08-CA-021531-I Div. C 13th Judicial Circuit, Tampa Florida

Galura, et al. vs. Sonic Automotive, Inc. Case No.: 02-12274, Div. B, 13th Judicial Circuit, Tampa, Florida

Gilley v. Ernie Haire Ford, Inc., Case No. 02-8101 Div. I., 13th Judicial Circuit, Tampa, Florida

Veal v. Crown Auto Dealerships, Inc., Case No. 8:04-CV-0323-T-27MSS, United States District Court, M.D. Fla., Tampa Division

Pope v. Charter Warranty, L.L.C., Case No.: 06-000083, Div. A, 13th Judicial Circuit, Tampa, Florida

Mantzouris, et al. v. Scarritt Motor Group, Inc., Case No.: 03-CV0015-T-30, United States District Court, M.D. Fla., Tampa Division

Croxall, et al. v. Asbury Automotive, L.P., Case No.: 03-6201, Div. C, 13th Judicial Circuit, Tampa, Florida

Cotten, et al. v. Ferman Management Services Corporation, et al., Case No.: 02-08115, Div. A, 13th Judicial Circuit, Tampa, Florida

Mr. Rothburd has been approved as lead and co-lead class counsel in numerous other certified class actions and is attorney of record in other class actions now pending in both Federal and State Courts in addition to the cases above.

SIGNIFICANT PUBLISHED COMPLEX CASES

Kieffer v. Atheists of Florida, Inc. 269 So. 3d 656 (Fla. 2d DCA 2019)

U.S. Hospitality of Tampa Bay, Inc. v. Alite, 4 So. 3d 699 (Fla. 2d DCA 2009)

Santiago v. Sunset Cove Investments, Inc., 988 So. 2d 10 (Fla. 2d DCA 2008)

Sonic Automotive, Inc. v. Galura, et al., 961 So.2d 961(Fla. 2d DCA 2007), *rev denied* 977 So. 2d 577 (Fla. 2008).

Liberatore v. 21st Century Satellite Communs., Inc. (In re 21st Century Satellite Communs., Inc.), 278 B.R. 577 (MD FL BK 2002)

Ryan v. Stalley, 775 So. 2d 296 (Fla. 2d DCA 200)

Vaughan v. First Union Nat'l Bank, 740 So. 2d 1216 (Fla. 2d DCA 1999)

Levine v. Saavedra, 727 So. 2d 1110 (Fla. 2d DCA 1999)

Case Credit Corporation v. Furr, Trustee, 136 F.3d 1330 (11th Cir. 1998)

Wilson v. Calfee, 706 So. 2d 310 (Fla. 2d DCA 1997)

Mandalay Shores Cooperative Housing Association, members v. Mandalay Shores Cooperative Housing Association, Inc. 107 F.3d 23 (11th Cir. 1997)

Mr. Rothburd has been involved in numerous other published complex cases in both State and Federal courts, including appeals from the class certification decisions above, as well as many other unpublished decisions.

SPEAKING ENGAGEMENTS

RECOVERY, Assisting Consumers in the Aftermath of COVID-19, Accurate Credit Reporting under the CARES Act, Florida Bar Consumer Protection Committee, Annual Bar Meeting 2021

Arbitrating and Mediating the Statutory Damage Case National Association of Consumer Advocates Spring Training 2021

Certifying a Class Action: From Complaint to Order Florida Conference of Circuit Judges 2019

So You Have a Case with a Fee Claim; Now What? Statewide Consumer Law Training: The Legal Aid Society of the Orange County Bar Association, Inc.,

Jacksonville Area Legal Aid, The Legal Aid Society of Palm Beach County, Legal Aid Service of Broward County, Inc., The Florida Pro Bono Coordinator's Association, and Florida National Association of Consumer Advocates 2019

Foreclosure Defense (TILA, RESPA, Other) Legal Aid of Manasota Presents: SHOPP: Senior Home Ownership Preservation Project 2018

Doing Well While Doing Good: Public/Private Partnerships Florida Bar Consumer Protection Committee, Annual Bar Meeting 2018

Ethics of Settling Consumer Impact Cases Making a Big Impact in Consumer Protection: Analyzing Consumer Impact Cases, Florida Bar Consumer Protection Committee, Annual Bar Meeting 2015

Class Actions Making a Big Impact in Consumer Protection: Analyzing Consumer Impact Cases, Florida Bar Consumer Protection Committee, Annual Bar Meeting 2015

Attorney's Fees Including Ethical Issues Making a Big Impact in Consumer Protection: Analyzing Consumer Impact Cases, Florida Bar Consumer Protection Committee, Annual Bar Meeting 2015

Ascertainability After Carrera: Is it a Headache? National Consumer Law Center, Class Action Symposium 2014

Debt Collector Technologies: Tricks and Traps to Spot, Exploit and Avoid, National Consumer Law Center, FDCPA Experienced Litigators' Meeting 2014

Litigating Attorney's Fees, Florida Legal Services 2014

Importance of Copyright, Hillsborough Community College 2013

Protecting Your Work Product, Hillsborough Community College 2012

Ethically Litigating Attorney's Fees, Florida Legal Services Regional 2011

Practically Litigating Attorney's Fees, Florida Legal Services, Attorney's Fees Training 2010.

EXHIBIT 8

Casim A. Neff, Esquire – Attorney at Law

P.O. Box 15063 • St. Petersburg, Florida 33733 • (727) 342-0617 • cneff@neffinsurancelaw.com

PROFESSIONAL EXPERIENCE

Neff Insurance Law, PLLC

Tampa, Florida

Managing Attorney, Plaintiff's Insurance Law

June 2016 – Current

- Primary focus on litigating Plaintiff's insurance-related disputes both large and small. Matters handled included class action, appellate, and trial level litigation. Representative certified class actions include:

- *William South v. Progressive Select Insurance Company*, 19-CV-21760, United States District Court, Southern District of Florida
- *Gonzallo Ubillus v. Progressive Marathon Insurance Company*, 2019-741-CK, Circuit Court for the County of Washtenaw, Michigan
- *Douglas Bauer v. St. Joseph's Hospital, Inc.*, 19-CA-010837, 13th Judicial Circuit, Hillsborough County, Florida
- *Kelly Pontillo v. Florida Health Sciences Center, Inc.*, 22-CA-000099, 13th Judicial Circuit, Hillsborough County, Florida

Direct General Insurance Company

Tampa, Florida

Claims Attorney, In-House Counsel

April 2014 – June 2016

- Managed Florida-wide litigation and strategy for a large non-standard automobile insurer on a variety of insurance first and third-party insurance disputes, including: PIP; Medical Payments; Collision and Comprehensive, Property Damage and Bodily Injury Liability; coverage and misrepresentation denial; and bad faith claims. Matters handled included class action, appellate, and trial level litigation.

Law Office of Ellen H. Ehrenpreis

Tampa, Florida

Attorney, GEICO General Insurance Company

March 2012 – March 2014

- Handled all aspects of the trial level litigation for the defense of 100's of first-party insurance disputes in the 5th, 6th, 10th, 11th and, 13th Judicial Circuits (West Central Florida) for this national carrier and its affiliates.

EDUCATION

Stetson University College of Law

Gulfport, Florida May 2011

Juris Doctor and Masters in Business Administration

- Graduated *cum laude*

University of Florida

Gainesville, Florida June 2000

BAR MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

All State Courts of Florida

Southern District of Florida

Florida Justice Association

Middle District of Florida

Tampa Bay Trial Lawyers Association

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

CLASS ACTION

-Consolidated with-

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

**EXHIBIT C TO MOTION
FOR FINAL APPROVAL –
NOTICE DECLARATION**

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Craig E. Rothburd (*admitted pro hac vice*)
CRAIG E. ROTHBURD, P.A.
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SHAMIS & GENTILE, P.A.
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Class Counsel

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Elaine M. Pohl (P60359)
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*Attorneys 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 C

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON INSURANCE
COMPANY, a Michigan corporation,

Defendant

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

Plaintiffs,

v.

PROGRESSIVE MICHIGAN INSURANCE
COMPANY, a Michigan corporation, and

PROGRESSIVE MARATHON INSURANCE
COMPANY, a Michigan corporation,

Defendants.

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

CLASS ACTION

Case No. 2022-000971-CK
Hon. Timothy Connors

CLASS ACTION

**DECLARATION OF BRIAN DEVERY ON IMPLEMENTATION
AND ADEQUACY OF NOTICE PROGRAM**

I, Brian S. Devery, declare as follows:

1. I am a Client Services Director in the Class Action Notice and Settlement Administration division of A.B. Data, Ltd. (“A.B. Data”), whose Corporate Office is located in Milwaukee, Wisconsin. A.B. Data was appointed as the Settlement Administrator¹ in this matter

¹ Unless defined herein, the capitalized terms used in this declaration shall have the same meaning as those defined in Section II of the Settlement Agreement and Release.

and is not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

Class List

2. Progressive provided A.B. Data with two initial data files containing 192,146 entries with Insured Names, Addresses, Email Addresses, Policy and Claim Numbers, Loss Dates, Payment Information, and other data. A.B. Data reviewed the data for entries that did not fall within the defined Settlement Class and removed 5,483 entries (“Removed Records”). These Removed Records contained 386 records that were already compensated for Sales Tax, Certificate of Title Fees, and Vehicle Registration Transfer Fees; 5,089 records were not first-party claims, and eight records where the potential Settlement Class Member previously requested exclusion from the Settlement Class. A.B. Data also identified and combined 17,851 duplicate entries within the data. The final list contained 168,812 unique Potential Settlement Class Members (“Class List”).

3. Prior to mailing Postcard Notices, A.B. Data processed the names and mailing addresses on the Class List through the National Change of Address Database (“NCOA”) maintained by the United States Postal Service (“USPS”). This process, among a number of features, ensures the Class List contains updated mailing addresses for Potential Settlement Class Members who may have had a registered change of address, conforms all addresses into the USPS preferred layout, and provides information regarding the validity of the provided postal addresses. After completing this process, 167,843 mailing addresses were determined to be valid and 969 were determined to be invalid.

4. The Class List also contained email addresses for 157,682 Potential Settlement Class Members.

5. Prior to sending Email Notices, A.B. Data conducted an analysis and removed invalid, bad, and duplicate email addresses from the Class List. This process, along with other best practices that A.B. Data incorporates to avoid SPAM and junk filters, helps maximize email deliverability. After completing this process, 143,397 unique email addresses were determined to be valid.

Initial Notice

6. On August 21, 2024, A.B. Data mailed the First Postcard Notice via the USPS to 168,812 Potential Settlement Class Members with mailing addresses. The First Postcard Notice consisted of a double postcard with a detachable postage prepaid Pre-Filled Paper Claim Form. A true and correct copy of the Postcard Notice is attached as **Exhibit 1**.

7. On August 21, 2024, A.B. Data sent the First Email Notice to 143,397 Potential Settlement Class Members with valid email addresses. Of the First Email Notices that were sent, 1,209 bounced or were otherwise undeliverable and 142,188 were delivered. A true and correct copy of the Email Notice is attached as **Exhibit 2**.

Second Notice

8. On September 20, 2024, A.B. Data mailed a Second Postcard Notice via the USPS to 164,039 Potential Settlement Class Members who had not yet submitted a Claim. The Second Postcard Notice consisted of a double postcard with a detachable postage prepaid Pre-Filled Paper Claim Form. A true and correct copy of the Second Postcard Notice is attached as **Exhibit 3**.

9. On September 20, 2024, A.B. Data sent a Second Email Notice to the 138,886² Settlement Class Members with valid email addresses who had not yet submitted a Claim. Of the Second Email Notices that were sent, 6,775 bounced or were otherwise undeliverable and 132,111

² A.B. Data validated the email addresses a second time prior to sending the Second Email Notice. As a result, an additional 14,127 invalid or bad email addresses were removed.

were delivered. A true and correct copy of the Second Email Notice is attached as **Exhibit 4**.

10. Throughout the Notice period, all Postcard Notices returned by the USPS as undeliverable as addressed were subjected to advanced address searches (Skip Traces) to locate updated mailing addresses. As of October 4, 2024, 1,968 mailed Postcard Notices were returned as undeliverable as addressed. First Postcard Notices or Second Postcard Notices (as applicable) were remailed to 1,223 Potential Settlement Class Members whose updated address was available through tracing. An additional 24 Potential Settlement Class Members whose forwarding address was provided by the USPS were also remailed a First Postcard Notice or Second Postcard Notice (as applicable).

11. As of October 4, 2024, A.B. Data received 17 requests for mailed documents. A.B. Data mailed each requester a notice packet consisting of a Blank Paper Claim Form and Long Form Notice.

Settlement Website

12. On August 21, 2024, A.B. Data updated the dedicated, case-specific Settlement Website, www.UbillusPerryTotalLossClassAction.com, to provide Settlement information to Potential Settlement Class Members, and includes contact information for Potential Settlement Class Members to ask additional questions or request documents. The website address appeared on all Notices. Visitors to the Settlement Website can download copies of the Long Form Notice³ and Blank Paper Claim Form in English and Spanish, and other case-related documents, including the Settlement Agreement, Preliminary Approval Order, Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Stipulated Order for Consolidation. The Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards will be posted as well.

³ As of the date of this declaration, the Long-Form Notice was viewed on the Settlement Website approximately 983 times. A copy of the Long Form Notice is attached as **Exhibit 5**.

The Settlement Website also contains relevant *Ubillus* and *Perry* class certification court documents.

Toll-Free Telephone Number

13. On August 21, 2024, A.B. Data established a toll-free telephone number, 1-877-390-3159, dedicated to answering telephone inquiries from Potential Settlement Class Members. As of October 4, 2024, A.B. Data has received 1,219 calls. The toll-free phone number has an automated interactive voice response system available in both English and Spanish. It presents callers with a series of choices to hear prerecorded answers. If callers need further help, they have the option to leave a voicemail and have an operator return their call during business hours.

Notice Program Results

14. As of October 4, 2024, Postcard Notice was successfully sent by USPS mail to 167,881 or 99.4% of the Potential Settlement Class Members. Additionally, Email Notice was successfully delivered to 143,048 or 84.7% of the Potential Settlement Class Members.

15. Of the 931 Potential Settlement Class Members for whom Postcard Notice was unsuccessful, 739 had a delivered Email Notice. Of the 168,812 unique Potential Settlement Class Members on the Class List, 168,620 were sent either a Postcard Notice or Email Notice that was not returned undeliverable, resulting in a total deliverability rate of approximately 99.9%.

16. It is my opinion, based on my individual expertise and experience, and that of my A.B. Data colleagues, that the Notice Program was designed to effectively reach Potential Settlement Class Members, was the best notice practicable under the circumstances, and satisfies the requirements of Michigan Court Rule 3.501 and due process. In 2010, the Federal Judicial Center (“FJC”) issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases. This Guide states “the lynchpin in an

objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁴

Claim Forms

17. Potential Settlement Class Members also have the ability to submit a Claim online through the online “Make a Claim” portal on the Settlement Website. The portal includes a two-point verification requiring Potential Settlement Class Members to login using their assigned Unique ID (provided on their Postcard Notices and Email Notices) and Zip Code to complete and submit a Pre-Filled Electronic Claim Form. Potential Settlement Class Members who do not have their Unique ID and Zip Code may complete a Blank Electronic Claim Form. Additionally, the Blank Paper Claim Form is also available on the Settlement Website for Potential Settlement Class Members to download (or print), and they may submit their completed Claim Form by mail or email. Copies of the Pre-Filled Electronic Claim Form, Pre-Filled Paper Claim Form, Blank Electronic Claim Form, and Blank Paper Claim Form are attached as **Exhibits 6-9**.

18. The Claim Deadline for Settlement Class Members to submit a Claim is December 6, 2024. As of October 4, 2024, A.B. Data has received 15,363 claims, of which 7,076 were submitted online and 8,287 were submitted by mail.

Requests to Opt-Out from Settlement Class

19. The Opt-Out Deadline for Potential Settlement Class Members to request to opt-out from the Settlement Class is October 22, 2024. As of October 4, 2024, A.B. Data has received two opt-out requests. A list of the Potential Settlement Class Members who requested to opt-out is attached as **Exhibit 10**. A.B. Data will provide an updated list to the Court in a supplemental

⁴ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

declaration if it receives additional opt-out requests.

Objections to the Settlement

20. The Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards is October 22, 2024. As of October 4, 2024, A.B. Data has not received any objections.

Settlement Administration Costs

21. To date, approximately \$77,179.90 in Settlement Administration Costs have been incurred, and the remaining estimated Settlement Administration Costs will total approximately \$218,000.00. Thus, the total Settlement Administration Costs are estimated to be \$295,179.90.

Claim Processing, Distribution, and Remaining Tasks

22. Once the Claim Deadline has passed, A.B. Data will complete reviewing and processing all Claims received. A.B. Data will match Claims to the Class List, research Claims that do not appear in the Class List, and review Claims for duplicates and fraud. A.B. Data will follow all other procedures set forth in the Agreement for Valid Claims and invalid Claims, working with Class Counsel and Defendants' Counsel to ensure that the necessary information is provided to Progressive to issue Settlement Class Member Payments for Valid Claims. If Progressive requests that A.B. Data mail checks, A.B. Data will receive an electronic transfer of funds for the full amount of the Settlement Class Member Payments and mail the checks.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 7th day of October 2024.

Brian S. Devery



EXHIBIT 1

COURT-ORDERED LEGAL NOTICE

Ubillus/Perry v. Progressive Settlement
c/o Settlement Administrator for
Michigan Circuit Court
P.O. Box 173063
Milwaukee, WI 53217

PRESORTED
First-Class Mail
U.S. Postage
Paid
Permit #3780

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

Complete and return the attached form by December 6, 2024 to receive a payment.

Postal Service: Please do not mark bar code

000001
000001
000000

Claimant ID: [REDACTED]



00000002

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT CLAIM FORM

FILL OUT EACH SECTION OF THIS FORM, SIGN WHERE INDICATED, CAREFULLY TEAR AT PERFORATION, AND MAIL. FORMS MUST BE POSTMARKED BY DECEMBER 6, 2024. YOU MAY ALSO COMPLETE YOUR CLAIM FORM ONLINE AT WWW.UBILLUSPERRYTOTALLOSSCLASSACTION.COM.

Name & Address: [REDACTED]

UNIQUE ID: [REDACTED]

Date(s) of Loss: [REDACTED]

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

ADDRESS (if different from above)

STREET ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTACT PHONE #: ()

EMAIL ADDRESS: _____

AFFIRMATION (REQUIRED): BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

SIGNATURE:

DATE: ____/____/____

PRINT NAME:

You may have previously received a notice that you might be a class member in a class action against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company ("Progressive"). There is now a Settlement that will resolve claims in two lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK. This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies it did anything wrong.

Why am I getting this notice? You have been identified as a Potential Settlement Class Member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.

Settlement Terms. The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys' fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys' fees, and will be adjusted upward if the attorneys' fee award is \$2,500,000 or less.

How do I make a claim to receive payment? You must complete and mail the attached Claim Form (postage is pre-paid) or you can submit your Claim Form online at www.UbillusPerryTotalLossClassAction.com using your Unique ID. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, **December 6, 2024**. Progressive has the right to audit claims for accuracy.

What are my options? You can opt out to preserve your right to pursue an individual case against Progressive, object to the Settlement, make a claim, or do nothing. The deadline to opt out or object is **October 22, 2024**. You can make a claim even if you object. The Court will hold a Final Approval Hearing on **November 21, 2024**, to consider approval of the Settlement and the requests for attorneys' fees, costs, and Service Awards. You or your own lawyer may appear and speak at the hearing at your own expense.

How do I get more information? Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more information in the Long Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

1-877-390-3159

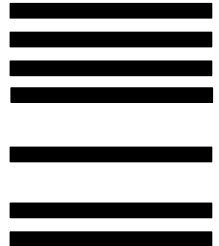
www.UbillusPerryTotalLossClassAction.com

DEV

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 1000 MILWAUKEE WI

POSTAGE WILL BE PAID BY ADDRESSEE



UBILLUS/PERRY V. PROGRESSIVE
SETTLEMENT

C/O A.B. DATA
P.O. BOX 173063
MILWAUKEE, WI 53217-9904



EXHIBIT 2

From: info@UbillusPerryTotalLossClassAction.com <info@UbillusPerryTotalLossClassAction.com>
Sent: Wednesday, August 21, 2024 4:33 PM
To: [REDACTED]
Subject: Notice of Proposed Class Action Settlement

EXTERNAL SENDER

Unique ID: [REDACTED]

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

How do I make a claim to receive payment?

To make a claim, click ([here](#)), enter your **Unique ID 123456789**, and complete and submit your Claim Form online. You can also print and submit your completed Claim Form by mail. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, **December 6, 2024**. Your Claim Form may be audited by Progressive for accuracy.

Why am I getting this notice?

You may have previously received a notice that you might be a class member in a class action against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company ("Progressive"). There is now a Settlement that will resolve claims in two lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.

You have been identified as a potential Settlement Class Member because you were insured under either: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.

What is this lawsuit about?

This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.

Settlement Terms

The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys' fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys' fees, and will be adjusted upward if the attorneys' fee award is \$12,500,000 or less.

What are my options?

You can opt out of the Settlement Class to preserve your right to pursue an individual case against Progressive, object to the Settlement, make a claim, or do nothing. The deadline to opt out or object is **October 22, 2024**. You can make a claim even if you object, but not if you opt out. The Court will hold a Final Approval Hearing on **November 21, 2024**, to consider if it will approve the Settlement and the requests for attorneys' fees, costs, and Service Awards. You or your own lawyer may appear and speak at the hearing at your own expense.

What do I do if I already made a claim by mail?

You may have previously received, or will receive, a Postcard Notice with a detachable Claim Form allowing you to make a claim by mail. If you make a claim by mail, do not submit a claim electronically. Please submit only one Claim Form.

How do I get more information?

Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more detailed information in the Long-Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

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

You can also contact the Settlement Administrator by calling toll-free 1-877-390-3159, or by emailing info@UbillusPerryTotalLossClassAction.com.

**Ubillus Perry Total Loss Class Action
c/o A.B. Data, Ltd.
P.O. Box 173063
Milwaukee, WI 53217**

The United States District Court for the Northern District of California Oakland Division has ordered this email Notice to be sent. If you wish to UNSUBSCRIBE from future email messages from the Settlement Administrator with regard to this Settlement, please click on the link below.

If you'd like to unsubscribe [click here](#).

EXHIBIT 3

COURT-ORDERED LEGAL NOTICE

Ubillus/Perry v. Progressive Settlement
c/o Settlement Administrator for
Michigan Circuit Court
P.O. Box 173063
Milwaukee, WI 53217

PRESORTED
First-Class Mail
U.S. Postage
Paid
Permit #3780

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

Complete and return the attached form by December 6, 2024 to receive a payment.

Postal Service: Please do not mark bar code

000001
000001
000000

Claimant ID: [REDACTED]



[REDACTED]
[REDACTED]
[REDACTED]



00000002

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT CLAIM FORM

FILL OUT EACH SECTION OF THIS FORM, SIGN WHERE INDICATED, CAREFULLY TEAR AT PERFORATION, AND MAIL. FORMS MUST BE POSTMARKED BY **DECEMBER 6, 2024**. YOU MAY ALSO COMPLETE YOUR CLAIM FORM ONLINE AT **WWW.UBILLUSPERRYTOTALLOSSCLASSACTION.COM**.

Name & Address: [REDACTED]

UNIQUE ID: [REDACTED]

Date(s) of Loss: [REDACTED]

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

ADDRESS (if different from above)

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: (____) _____ - _____ EMAIL ADDRESS: _____

AFFIRMATION (REQUIRED): BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

SIGNATURE: _____ DATE: ____/____/____

PRINT NAME: _____

This is a reminder notice that you may have a claim in a class action Settlement with Progressive Michigan Insurance Company and Progressive Marathon Insurance Company (“Progressive”). The Settlement resolves claims in two class action lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.

Why am I getting this notice? You have been identified as a Potential Settlement Class Member because either you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.

What is this lawsuit about? This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy in Michigan by failing to include a Sales Tax Payment, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies it did anything wrong.

What can I receive from the Settlement? The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys’ fees, and will be adjusted upward if the attorneys’ fee award is \$12,500,000 or less .

How do I make a claim? If you have not yet submitted a Claim Form, you must complete and mail the attached Claim Form (postage is pre-paid) or submit your completed Claim Form online at www.UbillusPerryTotalLossClassAction.com to make a claim. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, **December 6, 2024**. Progressive has the right to audit claims for accuracy.

Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more detailed information in the Long Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

THIS IS ONLY A REMINDER: IF YOU ALREADY SUBMITTED A CLAIM FORM, YOU DO NOT NEED TO DO ANYTHING ELSE TO GET A PAYMENT.

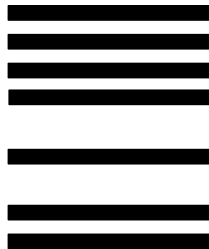
1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 1000 MILWAUKEE WI

POSTAGE WILL BE PAID BY ADDRESSEE



UBILLUS/PERRY V. PROGRESSIVE
SETTLEMENT

C/O A.B. DATA
P.O. BOX 173063
MILWAUKEE, WI 53217-9904



EXHIBIT 4

From: info@UbillusPerryTotalLossClassAction.com <info@UbillusPerryTotalLossClassAction.com>
Sent: Friday, September 20, 2024 3:02 PM
To: [REDACTED]
Subject: Reminder: Notice of Proposed Class Action Settlement

EXTERNAL SENDER

Unique ID: [REDACTED]

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

How do I make a claim to receive payment?

To make a claim, **click [\(here\)](#)**, enter your **Unique ID 561554156**, and complete and submit your Claim Form online. You can also print and submit your completed Claim Form by mail. Claim Forms must be submitted online by **11:59 p.m. ET** on, or postmarked by, **December 6, 2024**. Your Claim Form may be audited by Progressive for accuracy.

Why am I getting this notice?

You may have previously received a notice that you might be a class member in a class action against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company ("Progressive"). There is now a Settlement that will resolve claims in two lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.

You have been identified as a potential Settlement Class Member because you were insured under either: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.

What is this lawsuit about?

This Settlement will resolve claims that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.

Settlement Terms

The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys' fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys' fees, and will be adjusted upward if the attorneys' fee award is \$12,500,000 or less.

What are my options?

You can opt out of the Settlement Class to preserve your right to pursue an individual case against Progressive, object to the Settlement, make a claim, or do nothing. The deadline to opt out or object is **October 22, 2024**. You can make a claim even if you object, but not if you opt out. The Court will hold a Final Approval Hearing on **November 21, 2024**, to consider if it will approve the Settlement and the requests for attorneys' fees, costs, and Service Awards. You or your own lawyer may appear and speak at the hearing at your own expense.

What do I do if I already made a claim by mail?

You may have previously received, or will receive, a Postcard Notice with a detachable Claim Form allowing you to make a claim by mail. If you make a claim by mail, do not submit a claim electronically. Please submit only one Claim Form.

How do I get more information?

Go to www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 toll-free to get more detailed information in the Long-Form Notice, answers to FAQs, an online Claim Form, court filings, and the Settlement Agreement.

1-877-390-3159

www.UbillusPerryTotalLossClassAction.com

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

You can also contact the Settlement Administrator by calling toll-free 1-877-390-3159, or by emailing info@UbillusPerryTotalLossClassAction.com.

**Ubillus Perry Total Loss Class Action
c/o A.B. Data, Ltd.
P.O. Box 173063
Milwaukee, WI 53217**

The United States District Court for the Northern District of California Oakland Division has ordered this email Notice to be sent. If you wish to UNSUBSCRIBE from future email messages from the Settlement Administrator with regard to this Settlement, please click on the link below.

If you'd like to unsubscribe [click here](#).

EXHIBIT 5

If you are or were a Progressive Insured in Michigan and received a Total Loss Claim Payment from 2013-2024, you may be entitled to a cash payment for Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee.

IMPORTANT CLASS ACTION NOTICE – PLEASE READ CAREFULLY

A state court authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in two class action lawsuits: *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK.
- This Settlement will resolve the claims of all Settlement Class Members against Progressive Michigan Insurance Company and Progressive Marathon Insurance Company (“Progressive”) involving Covered Total Loss Claims under an Automobile Insurance Policy. The lawsuits allege that Progressive breached its Michigan Automobile Insurance Policy by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.
- You may be included in the Settlement Class if you were insured under either: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.
- The Settlement will make available up to \$61,000,000 for the benefit of Settlement Class Members who submit Valid Claims. Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys’ fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys’ fees, and will be adjusted upward if the attorneys’ fee award is \$12,500,000 or less. Progressive has the right to audit Claims for accuracy.
- **Your legal rights are affected even if you do nothing. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM	The only way to get a Settlement Class Member Payment is to submit a Valid Claim. Claims must be submitted electronically by 11:59 p.m. ET on, or be postmarked by, December 6, 2024 .
OPT-OUT	Exclude yourself from the Settlement Class and receive no money from the Settlement. This is the only choice that allows you to bring or join another lawsuit against Progressive relating to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy. You may not submit a claim or object to the Settlement if you exclude yourself. Opt-out requests must be postmarked by October 22, 2024 .
OBJECT	Write to the Court about why you don't like the Settlement, the amount of attorneys' fees and costs, or the Service Awards to the Class Representatives. Objections must be postmarked by October 22, 2024 . You may still submit a Claim for a Settlement Class Member Payment, and you will still be bound by the Settlement if it is approved by the Court. You cannot, however, opt-out and also object.
GO TO A HEARING	If you object, you may ask to speak in Court at the Final Approval Hearing about the fairness of the Settlement, the amount of attorneys' fees and costs, or the Service Awards to the Class Representatives. If you want your own attorney to represent you, you must pay for that attorney. Your objection must give notice of your intent to appear.
DO NOTHING	Get no payment. You will release your claims, and you will have no right to sue later for the claims released by the Settlement.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. The deadlines may be moved or modified, so please check the Settlement website at www.UbillusPerryTotalLossClassAction.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to finally approve the Settlement. Settlement Class Member Payments will be made to those who qualify and submit a Valid Claim, if the Court approves the Settlement and after any appeals are resolved in favor of upholding the Settlement. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why should I read this Notice?
2. What are these lawsuits about?
3. Who is involved?
4. Why is there a Settlement?
5. If I act on my rights in this Settlement, will it affect my insurance policy with Progressive?

WHO IS IN THE SETTLEMENT

6. Am I part of the Settlement?
7. If I excluded myself previously, am I still part of the Settlement?
8. What if I am still not sure if I'm included?

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?
10. What can I get from the Settlement?
11. When will I get my payment?

HOW TO RECEIVE A PAYMENT

12. How can I get a payment?

EXCLUDING YOURSELF ("OPTING OUT") FROM THE SETTLEMENT

13. How do I opt-out of the Settlement Class?
14. If I opt-out, can I still get a payment?
15. If I opt-out, will the lawyers for the Settlement Class still represent me?
16. If I don't opt-out, can I sue Progressive for the same thing later?
17. What am I giving up to stay in the Settlement?

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?
19. Should I get my own lawyer?
20. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT

21. How can I tell the Court if I do not like the Settlement?
22. What is the difference between objecting and asking to opt-out?

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?
24. Do I have to come to the hearing?
25. May I speak at the hearing?

IF YOU DO NOTHING

26. What happens if I do nothing?

GETTING MORE INFORMATION

27. How can I get more information?

BASIC INFORMATION

1. Why should I read this Notice?

You may have previously received a notice that you might be a class member in a class action against either Progressive Marathon Insurance Company alone, or Progressive Marathon and Progressive Michigan Insurance Company (collectively, “Progressive”).

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

The Court authorized this Notice because you have a right to know about a proposed Settlement in two lawsuits. Those lawsuits are *Ubillus v. Progressive Marathon Ins. Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK. A Settlement Class has been certified in those lawsuits. You are a Potential Settlement Class Member because you were insured under either: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.

If you are a Potential Settlement Class Member, you will be bound by the Settlement and judgment in these lawsuits, unless you timely request to be excluded from the Settlement Class, regardless of whether you submit a claim for payment.

2. What are these lawsuits about?

The *Ubillus* and *Perry* cases allege that Progressive Marathon and Progressive Michigan breached their Automobile Insurance Policies by failing to include Sales Tax, a Certificate of Title Fee, and/or a Vehicle Registration Transfer Fee in Total Loss Claim Payments to its insureds for vehicles that Progressive determined to be a Total Loss. Progressive denies these allegations and maintains that it at all times complied with the terms of its Michigan Automobile Insurance Policy.

“Actual Cash Value” is determined by the fair market value, age, and condition of the Total Loss vehicle at the time the loss occurs, as calculated by Progressive during the Total Loss settlement process and before the application of the deductible and inclusion of any Sales Tax Payment or Fees. As to each Potential Settlement Class Member’s Total Loss vehicle, Plaintiffs do not contest Progressive’s calculation of its Actual Cash Value.

“Certificate of Title Fee” means the \$15.00 fee for applying for a certificate of title in the State of Michigan during the Class Period under MCL §§ 257.217 and 257.806.

“Sales Tax Payment” is calculated pursuant to MCL § 205.52(1) by applying a 6% tax rate to the Actual Cash Value assigned by Progressive to the Potential Settlement Class Member’s Total Loss vehicle.

“Total Loss” means an insured vehicle that sustained damage which Progressive determined: (a) would cost 75% or more of the vehicle’s Actual Cash Value to repair; or (b) was stolen and either not recovered or recovered with one or more major component parts missing, destroyed, or damaged and not salvageable.

“Vehicle Registration Transfer Fee” means the \$8.00 fee *before* September 29, 2020, or the \$10.00 fee *on or after* September 29, 2020, for applying to transfer the registration of a vehicle in the State of Michigan under MCL § 257.809.

3. Who is involved?

The people who filed the *Ubillus* and *Perry* cases on behalf of the Settlement Class, called “Class Representatives,” are Gonzalo Ubillus, Angela Perry, and Michael Peterson. The people who sued are also called the “Plaintiffs.” The companies they sued (in these cases, Progressive Marathon and Progressive Michigan) are the “Defendants” and may be referred to together as “Progressive.”

4. Why is there a Settlement?

The cases have not been finally resolved in favor of the Plaintiffs or Progressive, and issues in both cases were on appeal when the Parties participated in substantial settlement discussions, including before a third-party mediator. This Settlement was reached as a result of those discussions. By agreeing to the Settlement, the Parties avoid the risks and costs of further litigation, including current and future appeals and a trial. Plaintiffs and Class Counsel believe the terms and conditions of this Settlement are fair, reasonable, and adequate, and that this Settlement is in the best interests of Plaintiffs and the Settlement Class. Settlement Class Members with Valid Claims receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Progressive did anything wrong.

5. If I act on my rights in this Settlement, will it affect my insurance policy with Progressive?

Your rights under your Automobile Insurance Policy are affected only as to Covered Total Loss Claims within the Class Period. As to Covered Total Loss Claims within the Class Period, this Settlement affects your rights unless you exclude yourself from the Settlement Class. Aside from any Covered Total Loss Claim(s) you may have made within the Class Period(s), your rights under any current insurance policy with Progressive will not be affected.

WHO IS IN THE SETTLEMENT?

6. Am I part of the Settlement?

As mentioned above, you are a Potential Settlement Class Member if you were insured under: (a) a Progressive Marathon Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2013, through July 22, 2024; or (b) a Progressive Michigan Automobile Insurance Policy in Michigan, made a first-party claim for physical damage or theft to a vehicle(s), and received a Total Loss Claim Payment from July 18, 2016, through July 22, 2024.

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 this Action, 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 opt-out of the Settlement Class.

If you received notice of these lawsuits by mail and/or email, Progressive's records indicate you may be a Potential Settlement Class Member.

7. If I excluded myself previously, am I still part of the Settlement?

If you previously excluded yourself by opting out of the certified class in either *Ubillus* or *Perry* in 2023, you are not included in the Settlement.

If you did not previously opt-out and want to keep your right to bring or join another lawsuit against Progressive relating to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy, you must opt-out from the Settlement. If you opt-out, you will not be eligible to submit a Claim Form to get any money from the Settlement.

If you want to remain in the Settlement, you do not need to take any action. You must submit a Claim to request a Settlement Class Member Payment (*see* Question 12).

8. What if I am still not sure if I'm included?

If you are not sure whether you are included in the Settlement Class, or if you have any other questions, visit www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159. You may also mail questions to the Settlement Administrator at Ubillus Perry Total Loss Settlement, c/o A.B. Data, Ltd., P.O. Box 173063, Milwaukee, WI 53217 or email info@UbillusPerryTotalLossClassAction.com.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will make available up to \$61,000,000 for the benefit of Settlement Class Members. The amount represents 65% of the Sales Tax Payments, Certificate of Title Fees, and/or Vehicle Registration Transfer Fees sought by Potential Settlement Class Members.

Subject to Court approval, up to \$15,000,000 will be paid to Class Counsel for attorneys' fees, with Progressive separately paying \$10,000,000 and the other \$5,000,000 being paid from amounts made available to Settlement Class Members. Subject to Court approval, Progressive will separately pay up to \$460,000 for litigation costs, a \$10,000 Service Award to each of the Class Representatives, and all Settlement Administration Costs. Settlement Class Member Payments will be (a) 45% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$12,500,000 but no more than \$15,000,000 for attorneys' fees; (b) 55% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded over \$10,000,000 but no more than \$12,500,000 for attorneys' fees; and (c) 65% of any unpaid Sales Tax, Certificate of Title Fee, and/or Vehicle Registration Transfer Fee, provided Class Counsel is awarded \$10,000,000 or less for attorneys' fees (*see* Question 10).

The Settlement Agreement has more information and is available at www.UbillusPerryTotalLossClassAction.com.

10. What can I get from the Settlement?

You can get a Settlement Class Member Payment if you submit a valid Claim Form (*see* Question 12).

If the Court approves payment of over \$12,500,000 but no more than \$15,000,000 for attorneys' fees, Progressive will pay 45% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 45% of the Sales Tax Payment; (b) \$6.75 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$3.60 towards each Settlement Class Member's Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$4.50 towards that fee for total losses occurring on or after September 29, 2020.

If the Attorneys' Fees and Costs Award is over \$10,000,000 but no more than \$12,500,000, Progressive will pay 55% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 55% of the Sales Tax Payment; (b) \$8.25 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$4.40 towards each Settlement Class Member's Vehicle Registration Fee for total losses occurring before September 29, 2020, or \$5.50 towards that fee for total losses occurring on or after September 29, 2020.

If the Attorneys' Fees and Costs Award is \$10,000,000 or less, Progressive will pay 65% of the Sales Tax Payments and Fees to Settlement Class Members, to wit: (a) 65% of the Sales Tax Payment; (b) \$9.75 towards each Settlement Class Member's Certificate of Title Fee; and (c) \$5.20 towards each Settlement Class Member's Vehicle Registration Transfer Fee for total losses occurring before September 29, 2020, or \$6.50 towards that fee for total losses occurring on or after September 29, 2020.

11. When will I get my payment?

Settlement Class Members who submit Valid Claims will receive their Settlement Class Member Payments by check from Progressive only after the Court grants Final Approval to the Settlement and any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A PAYMENT

12. How can I get a payment?

To get a payment from the Settlement, you must complete and submit a Claim Form by **December 6, 2024**. A Postcard Notice and Email Notice (if Progressive had an email address) with a Unique ID Number was sent to Insureds that Progressive's records indicate may be Potential Settlement Class Members.

You are encouraged to use your Unique ID Number to complete and submit your Pre-filled Electronic Claim Form online at www.UbillusPerryTotalLossClassAction.com. If you do not know your Unique ID Number, you can email info@UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 for help.

Alternatively, if you received a Postcard Notice, it included a detachable Pre-Filled Paper Claim Form that you can complete, sign, and return by mail. Claim Forms submitted by mail must be sent to Ubillus Perry Total Loss Settlement, c/o A.B. Data, Ltd., P.O. Box 173063, Milwaukee, WI 53217.

If you did not receive, have misplaced, or discarded the Postcard Notice or Email Notice, a Blank Paper Claim Form, which must be mailed to the address above, or Blank Electronic Claim Form to be submitted online, is available at www.UbillusPerryTotalLossClassAction.com or by calling 1-877-390-3159.

Claim Forms must be submitted electronically by **11:59 p.m. ET** on, or postmarked by no later than, **December 6, 2024**. Progressive reserves the right to audit your Claim Form for accuracy.

Only one valid Claim Form will be accepted per Settlement Class Member. If you had more than one Covered Total Loss Claim during the Class Period, your Claim Form will cover all such claims.

EXCLUDING YOURSELF (“OPTING OUT”) FROM THE SETTLEMENT

If you want to keep the right to bring or join another lawsuit against Progressive relating to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy, then you must take steps to get out of the Settlement. This is called excluding yourself – also referred to as “opting out” of the Settlement Class. You won't get a payment from this Settlement if you opt-out.

13. How do I opt-out of the Settlement Class?

To opt-out of the Settlement Class, you must send a written request for exclusion postmarked by **October 22, 2024**, to:

Ubillus/Perry Total Loss Settlement
Attn: Exclusions
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

Your request for exclusion *must* contain:

- Your full name, address, telephone number, and email address (if you have one);
- Your Unique ID Number from your notice (if you have one);
- A brief statement that you want to be excluded from the Settlement Class in *Ubillus v. Progressive Marathon Insurance Co.*, No. 2019-741-CK, and *Perry, et al. v. Progressive Michigan Ins. Co., et al.*, No. 2022-971-CK; and
- Your signature.

Only individual requests to opt-out of the Settlement Class on a personal basis are allowed. “Mass” or “class” opt-outs are not allowed according to the terms of the Settlement.

If you do not follow these procedures by the above-stated Opt-Out Deadline, you will remain in the Settlement Class and will be bound by the Court’s orders in these cases and by the Settlement Agreement if it receives Final Approval from the Court, even if you do not submit a Claim Form.

14. If I opt-out, can I still get a payment?

No. You will not get a payment if you opt-out of the Settlement Class.

15. If I opt-out, will the lawyers for the Settlement Class still represent me?

No. Class Counsel (*see* Question 18) will no longer represent you if you opt-out. If you bring your own lawsuit against Progressive after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claim. If you exclude yourself so you can start or continue your own lawsuit against Progressive, you should talk to your own lawyer soon, because your claim may be subject to a statute of limitations deadline for filing a lawsuit.

16. If I don’t opt-out, can I sue Progressive for the same thing later?

No. If the Court approves the proposed Settlement and you do not opt-out, you give up (or “release”) the right to sue Progressive for claims that arise out of or relate to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy.

17. What am I giving up to stay in the Settlement?

If the Settlement becomes final, you can't sue Progressive or be part of any other lawsuit against Progressive that arises out of or relates to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy. Unless you opt-out, all orders of the Court will bind you, as will the terms of the Settlement if approved by the Court.

The Settlement Agreement describes the specific claims you give up if you remain in the Settlement. You can review a copy of the Settlement Agreement at www.UbillusPerryTotalLossClassAction.com. Please read it carefully.

If you have any questions, you can talk to the lawyers listed in Question 18 for free or you can talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers as "Class Counsel:"

Roger L. Mandel Scott R. Jeeves JEEVES MANDEL LAW GROUP, P.C. 2132 Central Ave. St. Petersburg, FL 33712	Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 W. Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301
Michael L. Pitt PITT, MCGEHEE, PALMER, BONANNI & RIVERS, P.C. 117 W. 4th St., #200 Royal Oak, MI 48067	E. Powell Miller Sharon S. Almonrode Brian M. Saxe THE MILLER LAW FIRM, P.C. 950 West University Drive, Suite 300 Rochester, MI 48307
Craig E. Rothburd CRAIG E. ROTHBURD, P.A. 320 W. Kennedy Blvd., Suite 700 Tampa, FL 33606	Scott Edelsberg EDELSBERG LAW, P.A. 20900 NE 30 th Ave., #417 Aventura, FL 33180
Casim Adam Neff NEFF INSURANCE LAW, PLLC 4051 27th Ave. N St. Petersburg, FL 33733	Andrew Shamis SHAMIS & GENTILE, P.A. 14 N.E. 1st Ave., Suite 705 Miami, FL 33132

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

19. Should I get my own lawyer?

If you choose to remain in the Settlement, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will be responsible for paying that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

20. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will ask the Court to award up to \$15,000,000 for attorneys' fees and \$460,000 for litigation costs.

If approved, Progressive will separately pay Class Counsel \$10,000,000 in Attorneys' Fees, and the remaining \$5,000,000 in Attorneys' Fees will be paid from amounts made available to Settlement Class Members.

Class Counsel will also ask the Court for Service Awards of up to \$10,000 to each of the Plaintiffs for serving as Class Representatives.

The Application for Attorneys' Fees, Costs, and Service Awards will be filed on or before **October 7, 2024**. It will be posted on www.UbillusPerryTotalLossClassAction.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or some part of it.

21. How can I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to any part of the proposed Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. The Court will consider your views. You cannot ask the Court for a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Settlement Class Member Payments will be provided and the lawsuits will continue. But if you object to the Settlement and your objection is overruled, you will be bound by the Settlement's terms and all rulings and orders of the Court. If you object to the terms of the Settlement, you cannot opt-out from the Settlement Class.

Your objection must be filed or mailed to the Clerk of the Court by **October 22, 2024**, and a copy mailed to the Settlement Administrator, at the following addresses:

COURT	SETTLEMENT ADMINISTRATOR
Clerk of Court Circuit Court for the County of Washtenaw 101 E. Huron St. Ann Arbor, MI 48104	Ubillus Perry Total Loss Settlement c/o A.B. Data, Ltd. P.O. Box 173001 Milwaukee, WI 53217

Your objection letter must include the following:

- Your full name, address, telephone number, and email address (if you have one);
- A statement saying you object to the Settlement in *Ubillus v. Progressive Marathon Insurance Co.*, No. 2019-741-CK and *Perry v. Progressive Michigan Ins. Co.*, No. 2022-971-CK;
- All factual and legal grounds for the objection, accompanied by any documentation supporting the factual grounds and any legal support for the objection known to the objector or objector's counsel;
- A statement indicating your membership in the Settlement Class;
- The number of times you objected to a class action settlement within the last five years,

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Para Un Notificacion en Español, Lamar o Visitar Nuestro Website.

the caption of each case in which you made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;

- The identity of all counsel (if any) who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection, and whether they will appear at the Final Approval Hearing;
- The number of times your counsel and/or counsel's law firm have objected to a class action settlement within the last five years preceding the date of the filed objection, the caption of each case in which your counsel and/or the firm made an objection, and a copy of any orders related to or ruling upon counsel's or the counsel's firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

If you file a timely objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

22. What is the difference between objecting and asking to opt-out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can only object if you stay in the Settlement Class. If you object to the Settlement, you are still a Settlement Class Member. You may file a Claim even if you object.

Opting out is telling the Court that you don't want to be a part of the Settlement Class or the Settlement. If you opt-out, you have no basis to object to the Settlement and appear at the Final Approval Hearing because it no longer affects you. However, you may then be able to separately sue or continue to sue Progressive for legal claims that arise out of or relate to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy.

THE FINAL APPROVAL HEARING

The Court will hold a hearing (called a Final Approval Hearing) to decide whether to approve the Settlement. You may attend and ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing on **November 21, 2024**, at 9:30 a.m. at the 22nd Circuit Court for the County of Washtenaw in Courtroom 10, 101 E. Huron St., Ann Arbor, MI 48104. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.UbillusPerryTotalLossClassAction.com or call 1-877-390-3159 for updates.

At this hearing, the Court will consider whether to finally approve the Settlement as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time and listen to people who asked to speak at the hearing. The Court may also decide how much to award Class Counsel for attorneys' fees and costs and the Class Representatives' Service Awards. We do not know how long these decisions will take so please be patient.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have at the Final Approval Hearing. If you file an objection, you don't have to come to Court to talk about it. As long as your objection is timely, the Court will consider it. You may attend at your own expense and also pay your own lawyer to attend, but it is not necessary.

25. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include this request with your objection as described in Question 21.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you are a Potential Settlement Class Member and you do nothing, you will not get any money from this Settlement. You will be bound by all of the Court's orders, and the terms of the Settlement if approved by the Court. You also will not be able to bring or join another lawsuit against Progressive that arises out of or relates to the settlement of your Covered Total Loss Claim(s) under your Automobile Insurance Policy. To be eligible for a Settlement Class Member Payment, you must complete and submit a Claim Form by **December 6, 2024** (*see* Question 12).

GETTING MORE INFORMATION

27. How can I get more information?

This Notice is only a summary. More details are in the Settlement Agreement, available at www.UbillusPerryTotalLossClassAction.com. You may also contact the Settlement Administrator by email at info@UbillusPerryTotalLossClassAction.com, toll-free at 1-877-390-3159, or by writing to: Ubillus Perry Total Loss Class Action, c/o A.B. Data, Ltd., P.O. Box 173063, Milwaukee, WI 53217. Finally, you may contact Class Counsel (*see* question 18 above).

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

EXHIBIT 6

Progressive Total Loss Class Action



CLASS MEMBER INFORMATION

Unique Id:

Name:

Street 1:


City:

State:

Zip:

CLAIMANT LOSS INFORMATION

Dates Of Losses: *(Must add entry for each option)

Mark only those that apply. I was not paid:

- Sales Tax
- Certificate of Title Fee
- Vehicle Registration Transfer Fee

Add

Must Click Add To Submit Your Info.

Date of Loss	Sales Tax Checked	Certificate of Title Fee Checked	Vehicle Registration Transfer Fee Checked	Action
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CLAIMANT UPDATED INFORMATION

- Address is the Same As Above.

Street Address - Line 1: *

Street Address 1

Street Address - Line 2:

Street Address 2

City: *

City

State: *

Please select a state ▼

Zip Code: *

Zip Code: (XXXXXX or XXXXX XXXX)

Email Address:

Email Address

Contact Telephone Number:

Telephone Number (XXXXXXXXXX)

SIGNATURE

AFFIRMATION: BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM

By typing your name below, you agree that this constitutes your digital signature.

Signature: *

Submit

By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our Privacy Policy (<https://abdataacadstorage1.blob.core.windows.net/privacy/PrivacyPolicy.pdf>)



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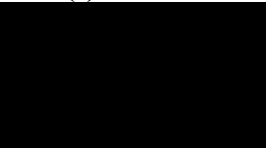
EXHIBIT 7

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT CLAIM FORM

Name & Address:



Unique ID: 

<p>Date(s) of Loss: </p>	<p>MUST CHECK OFF AT LEAST 1 OR MORR OF THE FOLLOWING TO SUBMIT CLAIM.</p> <p>Mark only those that apply. I was not paid:</p> <p>Sales Tax <input type="checkbox"/></p> <p>Certificate of Title Fee <input type="checkbox"/></p> <p>Vehicle Registration Transfer Fee <input type="checkbox"/></p>
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ADDRESS (if different from above) Optional

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: (_____) _____ - _____ (Optional)

EMAIL ADDRESS: _____ (Optional)

AFFIRMATION (required): BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

By typing your name below, you agree that this constitutes your digital signature.

SIGNATURE: _____ DATE: ____/____/____

This Claim Form must be submitted by **11:59 p.m. ET on December 6, 2024**. Claim Forms that are not complete or submitted by the deadline, as determined by the Settlement Administrator, will not be considered for payment.

EXHIBIT 8

Progressive Total Loss Class Action



CLASS MEMBER INFORMATION

Name: *

Street Address 1: *

Street Address 2:

City: *

State: *

Zip Code: *

Email Address:

Contact Phone Number:

CLAIMANT LOSS INFORMATION

Date of Loss *

MM/DD/YYYY

Mark only those that apply. I was not paid:

- Sales Tax**
- Certificate of Title Fee**
- Vehicle Registration Transfer Fee**

Add

Must Click Add To Submit Your Info.

Date of Loss	Sales Tax	Certificate of Title Fee	Vehicle Registration Transfer	Action
Checked	Checked	Checked	Fee Checked	

SIGNATURE

AFFIRMATION: BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S), AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM

By typing your name below, you agree that this constitutes your digital signature.

Signature: *

Type Name for Signature

SECURITY CHECK

I'm not a robot reCAPTCHA
Privacy - Terms

Submit

By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our Privacy Policy (<https://abdataacadstorage1.blob.core.windows.net/privacy/PrivacyPolicy.pdf>)



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EXHIBIT 9

CLAIM FORM

INSTRUCTIONS

You are encouraged to submit your Claim using the Pre-Filled Electronic Claim Form or the detachable Pre-Filled Paper Claim Form, using the Unique ID Number that appears on the Postcard Notice or Email Notice sent to you. Doing so will allow for the most efficient and accurate processing of your Claim.

If you misplaced or discarded the Postcard Notice or Email Notice containing your Unique ID Number, contact the Settlement Administrator by calling 1-877-390-3159 or email info@UbillusPerryTotalLossClassAction.com to obtain your Unique ID Number.

PLEASE NOTE: If you do not have the Unique ID Number, you must submit your Claim using this form by the Claim Deadline set forth below, even if you have requested it from the Settlement Administrator.

To submit a claim, please complete the form below and provide:

- Your full name;
- Your Progressive Marathon Insurance Company or Progressive Michigan Insurance Company automobile insurance policy number or your claim number for your Covered Total Loss Claim(s);
- Whether you were not previously paid Sales Tax, a Certificate of Title Fee, or a Vehicle Registration Transfer Fee;
- If you had more than one Covered Total Loss Claim paid during the following class period, please include all claim numbers:
 - For Progressive Marathon Insurance Company: July 18, 2013, through July 22, 2024
 - For Progressive Michigan Insurance Company: July 18, 2016, through July 22, 2024;
- Your current address;
- Your name and/or address at the time of your Covered Total Loss Claim, if different from your current name and/or address; and
- Sign and date this form.
- Mail this form via first-class mail or private courier at your own cost.

You can complete and submit a Blank Electronic Claim Form online at www.UbillusPerryTotalLossClassAction.com or mail this Blank Paper Claim Form to the following address:

Ubillus Perry Total Loss Settlement
c/o A.B. Data, Ltd.
P.O. Box 173063
Milwaukee, WI 53217

Claim Forms must be submitted online by 11:59 p.m. ET on, or postmarked by, December 6, 2024.

UBILLUS/PERRY V. PROGRESSIVE SETTLEMENT BLANK PAPER CLAIM FORM

Name (First and Last Name): _____

Name at the time of your Total Loss claim on a Progressive automobile insurance policy (*if different from your current name*): _____

Policy Number(s): _____

OR

Claim Number(s): _____

Mark only those that apply. I was not paid:

Sales Tax

Certificate of Title Fee

Vehicle Registration Transfer Fee

Address: _____

(city) (state) (zip)
() - ()
(phone) (email)

Address at the time of your Total Loss claim(s) if different than your current address:

BY SIGNING BELOW, I CERTIFY THAT I MADE THE INSURANCE CLAIM(S) IDENTIFIED ABOVE OR I AM THE LEGALLY AUTHORIZED PERSONAL REPRESENTATIVE, GUARDIAN, OR TRUSTEE OF THE PERSON WHO MADE THE CLAIM(S). TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT. I UNDERSTAND PROGRESSIVE MAY AUDIT MY CLAIM.

Signature: _____

Date: _____

Name (please print): _____

This Claim Form must be submitted online by 11:59 p.m. ET on, or mailed to the above address postmarked by, December 6, 2024. Claim Forms that are not complete or submitted by this Claim Deadline, as determined by the Settlement Administrator, will not be considered for payment.

EXHIBIT 10

Exclusion Report

Name 1		Received Date	Timely?	Email	Address	Exclusion Statement	Signed?	Notes
1.	David A. Sifuentes, III	9/17/2024	Y			Y	Y	
2.	Lucas Molter	9/17/2024	Y			Y	Y	N/A
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								

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

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

Plaintiff,

v.

PROGRESSIVE MARATHON
INSURANCE COMPANY,
a Michigan corporation,

Defendant.

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

CLASS ACTION

-Consolidated with-

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

**EXHIBIT D TO MOTION
FOR FINAL APPROVAL –
FINAL APPROVAL ORDER**

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Progressive Marathon Insurance Company
and Progressive Michigan Insurance
Company in Perry Action*

EXHIBIT D

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
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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: _____

Present: _____
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;

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 opt-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-Outs.** 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 \$_____ and litigation costs in the amount of \$_____, 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 \$_____, 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 ____, 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

(To be Completed Before Final Approval Hearing)