

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

JEREMY PECK, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

No. 1:22-cv-00490-SMD-JFR

PROGRESSIVE NORTHERN INSURANCE COMPANY,
PROGRESSIVE ADVANCED INSURANCE COMPANY,
PROGRESSIVE CASUALTY INSURANCE COMPANY,
PROGRESSIVE CLASSIC INSURANCE COMPANY,
PROGRESSIVE COMMERCIAL CASUALTY COMPANY,
PROGRESSIVE DIRECT INSURANCE COMPANY
PROGRESSIVE MAX INSURANCE COMPANY,
PROGRESSIVE NORTHWESTERN INSURANCE COMPANY,
PROGRESSIVE PREFERRED INSURANCE COMPANY,
PROGRESSIVE SPECIALTY INSURANCE COMPANY,
PROGRESSIVE WEST INSURANCE CO.,
NATIONAL CONTINENTAL INSURANCE COMPANY, and
UNITED FINANCIAL CASUALTY COMPANY,

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), dated September 29, 2025, is made and entered into by and among Plaintiff Jeremy Peck (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined in Paragraph 40) and Defendants Progressive Northern Insurance Company, Progressive Advanced Insurance Company, Progressive Casualty Insurance Company, Progressive Classic Insurance Company, Progressive Commercial Casualty Company, Progressive Direct Insurance Company, Progressive Max Insurance Company, Progressive Northwestern Insurance Company, Progressive Preferred Insurance Company, Progressive Specialty Insurance Company, Progressive West Insurance Company n/k/a Drive Insurance Company, National Continental Insurance Company, and United Financial Casualty Company (together, with the Released Parties, “Progressive”) (collectively, the “Parties”). This Settlement Agreement is intended to fully resolve the above-captioned litigation, subject to the approval of the Court and the terms and conditions set forth in this Agreement.

I. RECITALS

1. This Action arises from Plaintiff’s allegation that Progressive impermissibly charged New Mexico customers for “stacked” Uninsured/Underinsured Motorists Coverage (“UM/UIM Coverage”) when such persons insured only a single vehicle on their automobile insurance policy. Intra-policy “stacked” coverage enables an insured to increase his or her UM/UIM Coverage limit by combining the UM/UIM Coverage limit for each covered vehicle insured under the same policy to determine the total amount that may be paid under this coverage.

2. Plaintiff purchased a motor home insurance policy from defendant Progressive Northern Insurance Company to insure his motor home. As part of his purchase, Plaintiff was

given the option to purchase either stacked or non-stacked UM/UIM Coverage at a range of coverage limits, or to reject UM/UIM Coverage in its entirety. Plaintiff elected to purchase stacked UM/UIM Coverage at limits equal to his policy's liability coverage limit of \$1,000,000. Although the motor home was the only vehicle ever insured under the policy, Plaintiff elected to purchase and pay higher premiums for stacked UM/UIM coverage.

3. Plaintiff claims that the stacked UM/UIM Coverage he purchased is non-existent or illusory on a single-vehicle policy like his because there is nothing to stack—*i.e.*, that Progressive provides no benefit to the insured who pays the additional premium charge for stacked UM/UIM Coverage on a policy insuring a single vehicle. According to Plaintiff, the UM/UIM Coverage available on a non-stacked single vehicle policy is exactly the same as the stacked UM/UIM Coverage available on a single-vehicle policy.

4. Plaintiff also claims that Progressive does not explain or disclose that stacked UM/UIM Coverage on a single-vehicle policy does not provide any additional benefit beyond non-stacked single-vehicle UM/UIM Coverage and does not explain or disclose that the payment of a higher premium for stacked single-vehicle coverage is payment for nothing. Plaintiff further claims that Progressive does not provide notice to its insureds of the consequences of selecting non-stacked UM/UIM Coverage on a single-vehicle policy for those insureds who later add additional vehicles to the policy.

5. On May 10, 2022, Plaintiff filed this Action against Progressive in the Second Judicial District of the State of New Mexico, County of Bernalillo on behalf of himself and a putative class of New Mexico residents who are or were policyholders of Progressive and elected to purchase or otherwise paid for stacked UM/UIM Coverage on a single-vehicle policy. Progressive timely removed the case to the United States District Court for the District of New

Mexico, where it was assigned Case No. 1:22-cv-0049-KWR-JFR. Plaintiff asserted a variety of claims in the Action: (1) violations of New Mexico’s Trade Practices and Frauds Act (“TPFA”); (2) breach of contract; (3) breach of the implied covenant of good faith and fair dealing and insurance bad faith; (4) violations of New Mexico’s Unfair Trade Practices Act (“UPA”); (5) civil conspiracy to violate the TPFA, UPA, and contractual and common law duties; (6) unjust enrichment; (7) injunctive relief; (8) declaratory relief; and (9) punitive damages.

6. In addition to seeking injunctive and declaratory relief, Plaintiff seeks to recover on behalf of himself and the putative class compensatory damages, including the premium attributable to the allegedly “non-existent” stacked coverage—*i.e.*, the delta between stacked and non-stacked single-vehicle UM/UIM Coverage premiums, plus statutory damages under the TPFA and UPA, punitive damages, and attorney fees.

7. On August 5, 2022, Progressive filed a motion to dismiss Plaintiff’s Class Action Complaint. Progressive moved to dismiss each of Plaintiff’s causes of action for failure to state a claim for relief. Progressive also moved to dismiss all claims against the defendants with which Plaintiff alleged no contractual or other relationship for want of Article III standing.

8. On March 30, 2023, the Court granted in part and denied in part Progressive’s motion to dismiss. The Court held that Plaintiff failed to state a claim for breach of contract but adequately pleaded his remaining causes of action. The Court deferred ruling on the issue of Plaintiff’s standing to assert claims against defendants other than defendant Progressive Northern Insurance Company.

9. Following the Court’s ruling, the Parties agreed to mediate before nationally recognized class action and insurance mediator Rodney Max of Upchurch Watson White & Max. To further settlement discussions, Progressive provided Plaintiff with certain discovery,

including data regarding the total number of policies sold each year where the policy included a single covered vehicle and stacked UM/UIM Coverage, the aggregate UM/UIM Coverage premium earned on single-vehicle “stacked” policies while such policies insured a single vehicle; the estimated UM/UIM Coverage premium that would have been earned on such policies had the policy included non-stacked instead of stacked UM/UIM Coverage, and the difference between those premium figures.

10. On March 13, 2024, the Parties, through Rodney Max, engaged in good faith, arm’s length settlement negotiations. While the Parties were able to reach agreement as to the key monetary terms of the Settlement at this mediation, they were unable to reach a complete settlement as the issue of injunctive relief remained to be negotiated. Prior to entry of this Agreement, Progressive updated the data it had provided to Plaintiff prior to the mediation. The Parties thereafter worked to finalize the injunctive relief component of the Settlement and to finalize the terms of this Agreement and the proposed notice exhibits attached hereto.

11. Plaintiff, through Class Counsel, believes that the Settlement confers substantial benefits on the Settlement Class and is the best interest of the Settlement Class. It is also understood that Plaintiff, through Class Counsel, believes that his claims have substantial merit. Nonetheless, Plaintiff, through class counsel, recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Action against Progressive through motions practice, trial, and potential appeals. Plaintiff, through Class Counsel, has also considered the uncertain outcome and risks of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel is experienced in insurance litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and specifically in this Action. Class Counsel has determined that the settlement set

forth in this Agreement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

12. Progressive continues to deny each and all of the claims and contentions alleged against it in the Action. Progressive denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. However, Progressive has concluded that further litigation would be protracted and expensive. Progressive has considered the uncertainty and risks inherent in any litigation, and Progressive has therefore determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by the Plaintiff, individually and on behalf of the Settlement Class, and Progressive that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions.

II. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

13. “Action” means the class action lawsuit captioned *Jeremy Peck, individually and on behalf of all others similarly situated v. Progressive Northern Insurance Company, et al.*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00490-KWR-JFR.

14. “Agreement,” “Settlement Agreement,” or “Settlement” means this Settlement Agreement and Release, including accompanying exhibits, and the settlement terms embodied herein.

15. “Claim” means the timely submission of a Claim Form for Settlement Class Payments by a participating Settlement Class Member that has been approved by the Settlement Administrator for those Class Members required to submit a Claim Form. For those who will receive payments automatically, “claim” means their entitlement under this Agreement to receive Automatic Payments.

16. “Claim Form” means the documents, substantially in the form as shown in Exhibit A hereto, that will be available on the Settlement Website for electronic completion or available to receive by mail for a mailed submission, that certain Settlement Class Members must submit to potentially receive a Settlement Class Payment, as set forth in and subject to the provisions of this Agreement.

17. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement, whether by Claim Form submission or automatically by entitlement under the terms of this Agreement.

18. “Claim Deadline” means the final date by which a Settlement Class Member must submit a Claim for Settlement Class Payments. The Claim Deadline shall be ninety (90) days after the Notice Date.

19. “Class Counsel” means Geoffrey Romero of Romero Harada & Winters, Ray M. Vargas, II of The Vargas Law Firm, LLC, and Paul Zebrowski and Thomas A. Biscup of Zebrowski Law.

20. “Class Representative” means Plaintiff Jeremy Peck.

21. “Complaint” means the Class Action Complaint filed by Plaintiff on May 10, 2022, in the Second Judicial District Court, Bernalillo County, New Mexico, which forms the basis of the Action.

22. “Court” means the United States District Court for the District of New Mexico.

23. “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs when each and all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement, and approving the Notice (described below);
- c. The Notice program has been executed in accordance with the Preliminary Approval Order;
- d. The Court has entered a Final Approval Order and Judgment finally approving the Settlement; and
- e. The Final Approval Order and Judgment, as defined in Paragraph 25 below, has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; (2) one (1) business day following entry of the Final Order and Judgment, if no parties have standing to appeal; or (3) an appeal or other review proceeding having commenced and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

24. “Final Fairness Hearing” means the hearing to be conducted by the Court after the Notice Program is complete, at which time Class Counsel and Progressive’s Counsel will request that the Court grant final approval of the Settlement set forth herein.

25. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement.

26. “Non-Profit *Cy Pres* Recipient” means Equal Access to Justice, Inc., subject to the Court’s approval.

27. “Notice” means the mailed or emailed notice, substantially in one of the three forms as shown in Exhibit B hereto (depending on the group to which a particular Class Member belongs), to the Settlement Class Members, notifying them of the Settlement and inviting certain eligible Class Members to make a Claim for Settlement Class Payments.

28. “Notice Date” means the first date upon which the Notice is mailed or emailed to the Settlement Class Members.

29. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class (including printing and mailing or emailing the Class Notice), locating Settlement Class Members, performing national change of address searches and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, providing the Settlement Website, establishing a toll-free telephone number, administrating, calculating, printing and distributing Settlement Class Payments to

Settlement Class Members and all postage related to the foregoing. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

30. “Parties” means (a) Plaintiff/Class Representative, on behalf of himself, and the Settlement Class; and (ii) Progressive.

31. “Payment Form” means the documents, substantially in the form as shown in Exhibit C hereto, that will be available on the Settlement Website for electronic completion or available to receive by mail for a mailed submission, that certain Settlement Class Members shall submit to identify a payment method to receive a Settlement Class Payment, as set forth in and subject to the provisions of this Agreement.

32. “Plaintiff” means Jeremy Peck.

33. “Progressive’s Counsel” means Baker & Hostetler LLP and Allen Law Firm, LLC.

34. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing mailed and/or emailed Notice to the Settlement Class Members of the pendency of the Action and of the Settlement, to be entered by the Court.

35. “Released Claims” means any and all claims, rights, demands, charges, complaints, causes of action, liabilities, and damages of any and every kind and nature that either has been asserted, was asserted, or could have been asserted, by any of the Releasing Parties against any of the Released Parties in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other sources, and regardless of whether they are known or unknown, foreseen or

unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, including, without limitation, (a) any and all claims that arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the Complaint filed in the Action; (b) any and all claims disputing the value or benefit of stacked UM/UIM Coverage on single-vehicle insurance policies sold and issued by Progressive; and (c) any and all claims related to or arising out of Progressive's failure to offer Plaintiff or any Settlement Class Member the opportunity to select or reject stacked UM/UIM Coverage upon the addition of a second or additional vehicle to such person's insurance policy.

36. "Released Parties" or "Released Party" means Progressive Northern Insurance Company, Progressive Advanced Insurance Company, Progressive Casualty Insurance Company, Progressive Classic Insurance Company, Progressive Commercial Casualty Company, Progressive Direct Insurance Company, Progressive Max Insurance Company, Progressive Northwestern Insurance Company, Progressive Preferred Insurance Company, Progressive Specialty Insurance Company, Progressive West Insurance Company n/k/a Drive Insurance Company, National Continental Insurance Company, and United Financial Casualty Company, and each of their respective past and present parent companies, subsidiaries, affiliates, related entities, successors, assigns, officers, directors, shareholders, members, agents, employees, representatives, attorneys, administrators, independent agents of Progressive and their employees, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action, and each of their respective past and present predecessors, successors, assigns, officers, directors, shareholders, members, agents, employees,

representatives, attorneys, administrators, independent agents of Progressive and their employees, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action.

37. “Releasing Parties” means the Class Representative and the Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, excluding those Settlement Class Members who submit a valid Request for Exclusion prior to the Opt Out Deadline.

38. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representative in recognition of his role in this litigation.

39. “Settlement Administrator” shall mean Epiq, subject to Court approval.

40. “Settlement Class” means all Progressive policyholders between January 1, 2009, and April 30, 2025, who:

- a. Resided in New Mexico; and
- b. Purchased or otherwise paid for an insurance policy that included stacked UM/UIM Coverage while insuring a single covered vehicle.
- c. The Settlement Class, however, specifically excludes, 1) any claimant who has separately filed suit against any of the Released Parties up to the Notice Date, the subject of which suit is based on or contests the value or benefits provided for stacked UM/UIM Coverage on a single-vehicle insurance policy; 2) any of the Judge(s) presiding over the Action; and (5) Progressive and any employee of Progressive.

To identify the Settlement Class, Progressive has searched for any Progressive policyholder who, prior to April 30, 2025, purchased and/or paid premium for an insurance policy issued in the

State of New Mexico that included stacked UM/UIM Coverage while the policy insured a single vehicle.

41. “Settlement Class Member(s)” or “Class Member(s)” or “Member(s)” means a person who falls within the definition of the Settlement Class.

42. “Settlement Class Payments” means payments to be made to Settlement Class Members pursuant to this Agreement as described in Section VI below.

43. “Settlement Fund” means the sum of One Million Seven Hundred Sixty-Five Thousand Six Hundred Six Dollars and Thirteen Cents (\$1,765,606.13) to be paid by or on behalf of Progressive as specified in Section III below, including any interest accrued thereon after payment.

44. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the dissemination of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines, and (in the case of certain Settlement Class Members) to submit a Claim Form and/or select a payment method. The Settlement Website shall contain relevant documents, including, but not limited to, the Complaint, the Notice attached as Exhibit B, the long-form notice attached as Exhibit D, this Agreement, Plaintiff’s Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiff’s Motion for an Award of Attorneys’ Fees, Costs and Expenses, and Service Award. The Settlement Website shall also include a toll-free number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall

remain operational until at least sixty (60) days after all Settlement Class Payments have been distributed.

45. “Valid Claims” means the Claims for Settlement Class Payments in an amount approved by Progressive or the Settlement Administrator.

46. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund, including, without limitation, any taxes that may be imposed upon Progressive with respect to any income or gains earned by or in respect to the Settlement Fund for any period while it is held in the Settlement Fund.

47. “Unclaimed Automatic Payment Funds” means the value of checks not cashed or funds that were otherwise not claimed by Settlement Class Members for Automatic Payments.

48. “Unclaimed Other Payments” means the value of checks not cashed or funds that were otherwise not claimed by Settlement Class Members for Other Payments.

III. SETTLEMENT FUND

49. **Establishment of Settlement Fund.** Within fourteen (14) days of the later of the entry of the Preliminary Approval Order and the creation of an account established and administered by the Settlement Administrator, Progressive shall deposit or cause to be deposited, the sum of One Million Seven Hundred Sixty-Five Thousand Six Hundred Six Dollars and Thirteen Cents (\$1,765,606.13) into the account established and administered by the Settlement Administrator.

50. **Non-Reversionary.** The Settlement Fund is non-reversionary except as described herein. As of the Effective Date, all rights of Progressive in or to the Settlement Fund shall be extinguished, except in the event this Agreement is terminated, as described in Section XII.

51. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts back by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Progressive and Progressive’s Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Funds and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement funds from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

52. **Custody of the Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Funds are distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Section XII.

53. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to fund the settlement provisions listed throughout this Agreement, including (a) Automatic Payments to eligible Settlement Class Members as described in Paragraph 55, and (b) Valid Claims for Other Payments as described in Paragraph 56. No amounts may be withdrawn from the Settlement Funds unless expressly authorized by this Agreement or approved by the Court.

54. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by Progressive without prior order of the Court. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by Plaintiff or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Plaintiff and each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund or otherwise pursuant to this Agreement.

IV. BENEFITS TO SETTLEMENT CLASS MEMBERS

55. **Automatic Payments to Eligible Settlement Class Members.** Progressive will refund 100 percent of the earned premium attributable to the stacked component of UM/UIM Coverage (*i.e.*, the aggregate net difference between the UM/UIM Coverage premium earned

while the policy was in force and insured a single vehicle with stacked UM/UIM Coverage and the estimated premium that would have been earned had the policy included non-stacked UM/UIM Coverage instead of stacked UM/UIM Coverage) and paid by those Settlement Class Members between May 10, 2018 and April 30, 2025 (the “Automatic Payments”). Such Automatic Payments shall be paid from the Settlement Fund. Progressive will determine these eligible Settlement Class Members by reviewing Progressive data and providing a list of eligible Settlement Class Members to the Settlement Administrator for purposes of providing such persons with Notice. Progressive will calculate the net premium refund owed to each Settlement Class Member eligible for an Automatic Payment by applying the applicable non-stacked rating factor in effect during the period(s) the eligible Settlement Class Member’s policy was in-force and insured a single-vehicle with stacked UM/UIM Coverage. Any notice to the eligible Settlement Class Member population will be drafted by and approved by both the Parties and the Settlement Administrator. Settlement Class Members eligible for these Automatic Payments shall not be required to submit a claim to receive these benefits, but may be required to select a payment method in order to receive payment depending on the amount of the Automatic Payment, as explained below in Paragraph 69.

56. **Other Payments.** Progressive will make a payment to all Settlement Class Members who make a Valid Claim for Other Payments and who paid premium for stacked UM/UIM Coverage on an insurance policy insuring a single covered vehicle at certain times prior to May 10, 2018 (“Other Payments”). The amount and funding of each Valid Claim for Other Payments is dependent upon and subject to the following:

- a. In all events, no Settlement Class Member eligible for Other Payments shall receive more than 100 percent of the earned premium attributable to the

stacked component of UM/UIM Coverage (*i.e.*, 100 percent of the aggregate net difference between the UM/UIM Coverage premium earned while the policy was in force and insured a single vehicle with stacked UM/UIM Coverage and the estimated premium that would have been earned had the policy included non-stacked UM/UIM Coverage instead of stacked UM/UIM Coverage) and paid by the Settlement Class Member between March 1, 2009, and May 9, 2018, in the case of a motorcycle and/or motor home policies, and November 1, 2014, and May 9, 2018, in the case of personal auto policies (“Pre-5/10/18 Payments”).

- b. In all events, Valid Claims for Other Payments shall be subject to a \$75,000 aggregate cap and a \$37,000 aggregate minimum.
- c. If the Unclaimed Automatic Payment Funds are equal to or greater than \$75,000, each Settlement Class Member making a Valid Claim for Other Payments shall be entitled to his or her pro-rata share of \$75,000 in Unclaimed Automatic Payment Funds, up to a maximum of 100 percent of that person’s Pre-5/10/18 Payments.
- d. If the Unclaimed Automatic Payment Funds are less than \$75,000 but more than \$37,000, *and* the Unclaimed Automatic Payment Funds are greater than the aggregate of 50% of each of the Settlement Class Members making a Valid Claim for Other Payments’ Pre-5/10/18 Payments, then each Settlement Class Member making a Valid Claim for Other Payments shall be entitled to their pro-rata share of the Unclaimed Automatic Payment Funds, up to a maximum of 100% of his or her Pre-5/10/18 Payments.

- e. If the Unclaimed Automatic Payment Funds are less than \$75,000 but more than \$37,000, *and* the Unclaimed Automatic Payment Funds are less than the aggregate of 50% of Settlement Class Members making a Valid Claim for Other Payments' Pre-5/10/18 Payments, Progressive shall pay an amount sufficient for each Settlement Class Member making a Valid Claim for Other Payments to receive 50% of their Pre-5/10/18 Payments, up to a total aggregate of \$75,000 in Other Payments. If the aggregate of \$75,000 in claimed funds is reached pursuant to this provision, each Settlement Class Member submitting a Valid Claim for Other Payments shall be entitled to their pro-rata share of \$75,000 in Unclaimed Automatic Payment Funds.
- f. If the Unclaimed Automatic Payment Funds are less than \$37,000 but greater than the aggregate of 50% of the Settlement Class Members making a Valid Claim for Other Payments' Pre-5/10/18 Payments, Progressive shall pay an amount sufficient for the aggregate of Other Payments to equal \$37,000 and each Settlement Class Member shall receive a pro-rata share of that amount, up to a maximum of 100% of his or her Pre-5/10/18 Payments.
- g. Progressive will determine the Settlement Class Members eligible for Other Payments by reviewing Progressive's data and will provide a list of such eligible Settlement Class Members to the Settlement Administrator for Notice. The Notice to this eligible Settlement Class Member population will be drafted by and approved by both the Parties and the Settlement Administrator.
- h. Progressive will calculate the net premium refund owed to each Settlement Class Member eligible for Other Payments by applying the applicable non-

stacked rating factor in effect during the period(s) the eligible Settlement Class Member's policy was in-force.

57. **Injunctive Relief.** Progressive agrees to undertake the following measures within a reasonable period of time following entry of a Final Approval Order and Judgment and any necessary approval by the New Mexico Office of the Superintendent of Insurance ("OSI"):

- (a) Progressive agrees to implement changes such that existing and future New Mexico insureds with single-vehicle insurance policies will not be offered stacked UM/UIM Coverage.
- (b) For those New Mexico policyholders for whom intra-policy stacking of UM/UIM Coverage is an available option on a multi-vehicle policy, Progressive agrees to alert such policyholders whose policies incept with a single vehicle of the option to elect intra-policy stacked UM/UIM Coverage in the event they later add an additional vehicle to their policy.

(Collectively, "Injunctive Relief.")

The specific changes necessary to implement the above measures, including any policy form changes, will be developed by Progressive internally and shall be subject to any review, changes, or approval that may be required by the OSI. In the event the OSI objects to or disapproves of any of the proposed practice changes following entry of the Final Approval Order and Judgment, Progressive shall have no liability to the Settlement Class.

Progressive shall remain at liberty to further update, change, and/or revise its policy forms, including its UM/UIM Coverage selection/rejection forms and processes related to the offer and sale of UM/UIM Coverage consistent with OSI requirements, applicable law and regulations, and industry standards. Progressive shall further remain at liberty to update, change,

and/or revise its UM/UIM Coverage product offerings in the State of New Mexico, consistent with any OSI requirements, applicable law and regulations, and industry standards. This includes, without limitation, the right to eliminate intra-policy stacked UM/UIM Coverage as a coverage option on multi-vehicle policies or make any other changes permitted under applicable law and regulations.

To the extent future changes in the law or OSI requirements conflict with the above measures agreed to by Progressive and established in the Final Approval Order and Judgment, the law and/or OSI requirements shall govern and the Injunctive Relief component of the Settlement and Final Approval Order and Judgment shall cease to bind Progressive and shall be treated as vacated, *nunc pro tunc*.

V. NOTICE PROGRAM

58. Notice of the pendency of the Action and of the Settlement (the “Notice Program”) shall be made as provided in this Section.

A. Sending the Notice.

59. Within thirty (30) days after the entry of the Preliminary Approval Order, the Notice, in the form substantially similar to that attached hereto as Exhibit B, shall be emailed to each Settlement Class Member’s last known email address. If Progressive does not have a valid email address, the Notice shall be sent by first class mail to those Settlement Class Members’ last known address. The last known address shall be determined from information reasonably available in Progressive’s files, but the Settlement Administrator shall take reasonable steps, in its discretion, to identify updated mailing addresses to limit undeliverable mail, including, but not limited to, running those addresses through the United States Postal Service’s national change of address database, prior to mailing the Notice.

60. A copy of the Claim Form, substantially in the form attached hereto as Exhibit A, will be available on the Settlement Website identified in the Notice and can be requested to be received in the mail from the Settlement Administrator.

61. Progressive and the Settlement Administrator shall have no duty to perform any additional search for, or otherwise attempt to verify, email or mailing addresses of Settlement Class Members, including as to returned, undelivered Notices. However, any Notices that are returned with a listed forwarding email or mailing address shall then promptly be sent or mailed a Notice to the listed forwarding address. If an email notice is returned as undeliverable, the Settlement Administrator shall mail a Notice to the Settlement Class Member's last known mailing address. However, the Claims Deadline shall not be adjusted due to re-mailing of a Class Notice to a forwarding address or mailing of a Notice to Settlement Class Members whose emails were returned as undeliverable.

62. Unless otherwise ordered by the Court, or agreed by the Parties, the Notice will be sent solely to Settlement Class Members and not to any attorney or counsel who may represent them with regard to any UM/UIM claim or who have represented the Settlement Class Members with regard to any previous claim.

B. Toll-Free Hotline and Website.

63. Progressive, through the Settlement Administrator, will establish a toll-free telephone number, which any Settlement Class Member may call to receive the Agreement, the Notice, a Claim Form, a Payment Form, as well as all information about this Agreement, including printable copies of the Agreement, the long-form notice, the Claim Form, and a Payment Form, which shall be maintained by the Settlement Administrator. The Settlement Website shall also contain a list of Frequently Asked Questions to give further information

regarding this Agreement. The toll-free number and Settlement Website referred to herein will be established and operational by a date no later than the date the Class Notice is initially mailed and will remain operational until 60 days after the Settlement Administrator has made final distribution of Settlement Class Payments to Settlement Class Members.

C. Costs of Notice and Settlement Administration.

64. Progressive shall pay all Notice and Administrative Expenses in accordance with the terms of the Court's Preliminary Approval Order and without regard to whether the Court grants final approval of the Agreement. Neither Plaintiff, Settlement Class Members, nor Class Counsel shall bear any responsibility for Notice and Administrative Expenses. Under no circumstances shall Progressive be required under this Agreement to incur or pay fees or expenses which it is not explicitly obligated to incur or pay hereunder.

VI. ADMINISTRATION OF CLAIMS

A. Class Notice and Claims Deadline.

65. Settlement Class Members eligible for Other Payments must submit a Claim for Settlement Class Payments by the Claim Deadline, meaning all such Settlement Class Members shall have ninety (90) days after the Notice Date to submit a Claim for Settlement Class Payments. All deadlines for Class Notice shall be determined based on postmark of communication or, for email Notice, the date the email is sent.

B. Payment of Automatic Payments and Other Payments.

66. All Automatic Payments and Valid Claims for Other Payments will be processed by the Settlement Administrator based on Progressive's data.

67. Automatic Payments to those Settlement Class Members eligible for such payments shall be made within forty-five (45) days of the Effective Date.

68. For those Settlement Class Members entitled to an Automatic Payment in an amount equal to or greater than Ten Dollars (\$10.00), the Notice shall direct that each may (i) do nothing and receive a check by mail to the address the Settlement Administration has on file, (ii) go to the Settlement Website and provide an updated address to which the Settlement Administrator will send the check, or (iii) go to the Settlement Website and elect a payment method other than check (*e.g.*, PayPal, Venmo, EpiqPay) to receive payment. The Settlement Administrator shall make the Settlement Class Payments pursuant to the Settlement Class Members' response or non-response to the Notice consistent with the above within forty-five (45) days of the Effective Date.

69. For those Settlement Class Members entitled to an Automatic Payment in an amount less than Ten Dollars (\$10.00) or who have made a Valid Claim for Other Payments, the Settlement Administrator shall offer various options to receive a Settlement Class Payment (*e.g.*, check, Paypal, Venmo, EpiqPay). Settlement Class Members entitled to receive an Automatic Payment in an amount less than Ten Dollars (\$10.00), shall have ninety (90) days after the Notice Date to select a payment option through the Payment Form discussed herein and have the option to provide an updated email address through the Settlement Website or by mailing a Claim Form the Settlement Administrator. Settlement Class Members entitled to receive an Other Payment shall have ninety (90) days after the Notice Date to make a claim to receive payment in accordance with the terms herein and have the option to provide an updated email address through the Settlement Website or by mailing a Claim Form the Settlement Administrator. The Settlement Administrator shall determine whether any claims are valid. If any Settlement Class Member fails to make a Valid Claim pursuant to these terms within this 90-day period, neither Progressive nor the Settlement Administrator shall have any obligation to

remit an Automatic Payment or Other Payment to such Member, and the amount that would have otherwise been paid to the Settlement Class Member will be deemed unclaimed.

70. The following shall govern Automatic Payments in an amount less than Ten Dollars (\$10.00) or an Other Payment pursuant to Valid Claims:

- a. For any Member who makes a Valid Claim for an Automatic Payment in an amount less than Ten Dollars (\$10.00) or Other Payments within the 90-day period, the Settlement Administrator shall make available to the Member a Payment Form via email (if the Settlement Administrator has an email address for the Member), the Settlement Website (if the Settlement Administrator does not have an email address for the Member), or mail (if the Member explicitly requests to receive the Payment Form by mail), through which the Member can identify a method to receive payment. The Settlement Administrator shall make the Payment Form available pursuant to the above with sufficient time to ensure that Settlement Administrator can make payment through the option the Member identified consistent with the other provisions herein.
- b. Within forty-five (45) days of the Effective Date, the Settlement Administrator shall make Automatic Payments in an amount less than Ten Dollars (\$10.00) pursuant to Valid Claims. The Settlement Administrator shall make Other Payments to those Class Members who have made Valid Claims for such payments consistent with the timing provisions outlined in Paragraph 71 below.

- c. For any Member who makes a Valid Claim for Automatic Payments in an amount less than Ten Dollars (\$10.00) or a Valid Claim for Other Payment but fails to identify a payment method to allow the Settlement Administrator to make timely payment, the Settlement Class Member's right to receive monetary relief shall be extinguished, the check or other payment form shall be deemed never to have been the Settlement Class Member's property, Progressive shall have no obligation to make any payment to the Settlement Class Member under this Agreement or to provide any other type of monetary relief, and the amount that would have been paid to the Settlement Class Member will be deemed unclaimed and part of the Unclaimed Automatic Payment Funds.
- d. If the Settlement Administrator's payment through the payment method the Member identifies through the Payment Form fails for any reason, the Settlement Administrator shall contact the Member through email, if available, to request a new payment option. The Member shall then have until thirty (30) days after the Settlement Administrator sends such email notice to respond with a new payment option. If the Member does not respond during this period—or if the new payment option the Member provides does not allow for the Settlement Administrator to make the Automatic Payment in an amount less than Ten Dollars (\$10.00) or the Other Payment—the Settlement Class Member's right to receive monetary relief shall be extinguished, the check or other form of payment shall be deemed never to have been the Settlement Class Member's property, Progressive shall have no obligation to

make any payment to the Settlement Class Member under this Agreement or to provide any other type of monetary relief, and the amount that would have been paid to the Settlement Class Member will be deemed unclaimed.

- e. If the Settlement Administrator does not have an email for a Member whose selected payment option fails to process payment (either through the initial list Progressive provides or else from the Member when selecting a payment option), the Settlement Class Member's right to receive monetary relief shall be extinguished, the check or other payment form shall be deemed never to have been the Settlement Class Member's property, Progressive shall have no obligation to make any payment to the Settlement Class Member under this Agreement or to provide any other type of monetary relief, and the amount that would have been paid to the Settlement Class Member will be deemed unclaimed.

71. The timing for payment of Valid Claims for Other Payments shall depend on the status of Unclaimed Automatic Payment Funds.

- a. If at any point prior to one hundred and eighty (180) days after the Effective Date the Settlement Administrator determines that the Unclaimed Automatic Payment Funds are sufficient to pay all Valid Claims for Other Payments, then the Settlement Administrator shall pay all Valid Claims for Other Payments within forty-five (45) days of that determination.
- b. If after one hundred eighty (180) days after the Effective Date the Settlement Administrator determines that Progressive must remit additional funds to pay all Valid Claims for Other Payments:

- i. the Settlement Administrator shall promptly notify Progressive of the amount of additional funds needed, and Progressive shall provide such funds to the Administrator for deposit into the Settlement Fund within twenty-one (21) days of receiving such notice; and
- ii. the Settlement Administrator shall pay all Valid Claims for Other Payments within forty-five (45) days of receiving such additional funds from Progressive.

72. If a check is issued to or requested by a Settlement Class Member, cashing a settlement check is a condition precedent to the Settlement Class Member's right to receive Settlement Class Payments. All settlement checks shall be void one hundred and twenty (120) days after issuance and shall bear the language: "This check must be cashed within 120 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one hundred and eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member's right to receive monetary relief shall be extinguished, the check shall be deemed never to have been the Settlement Class Member's property, Progressive shall have no obligation to make payments to the Settlement Class Member for the Settlement Class Payments or any other type of monetary relief, and the amount that would have been paid to the Settlement Class Member will be deemed unclaimed. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred and eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. If a check is returned with a forwarding address, the check shall be forwarded to that address. If no forwarding address exists, the check shall become void, the Settlement Class Member's right to

receive monetary relief shall be extinguished, the check shall be deemed never to have been the Settlement Class Member's property, Progressive shall have no obligation to make any payment to the Settlement Class Member under this Agreement or to provide any other type of monetary relief, and the amount that would have been paid to the Settlement Class Member will be deemed unclaimed. Progressive reserves the right, at its sole discretion, to reissue any check that is deemed void as provided in this Paragraph, and the re-issuance of any such check is not a waiver of this Paragraph, nor does it require Progressive to reissue any other checks to other Settlement Class Members.

73. All Settlement Class Members who fail to submit a Valid Claim for Settlement Class benefits and all Settlement Class Members entitled to Automatic Payment in an amount less than Ten Dollars (\$10.00) who fail to select a payment option pursuant to the above shall forever be barred from receiving any payments or benefits pursuant to the Settlement set forth within, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Final Approval Order and Judgment. This provision does not apply to Settlement Class Members entitled to Automatic Payments over Ten Dollars (\$10.00).

D. Remainder from Unclaimed Automatic Payment Funds and Unclaimed Other Payments.

74. Once the time to cash all initially issued settlement checks and any reissued settlement checks has passed, the Settlement Administrator shall determine the aggregate amount of Unclaimed Automatic Payment Funds not used to pay Valid Claims for Other Payments and Unclaimed Other Payments—*i.e.*, the net amount of uncashed checks and any other unclaimed amounts in the Settlement Fund (the "Aggregate Remainder"). The Settlement Administrator

shall distribute the Aggregate Remainder in the Settlement Fund to the Non-Profit *Cy Pres* Recipient.

C. Deceased Class Members.

75. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the settlement check or other form of payment to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Progressive's Counsel.

D. Claim Status Reports.

76. The Settlement Administrator will provide weekly reports to Progressive, Progressive's counsel, and Class Counsel indicating (1) the number of Claims received; (2) for those Class Member's entitled to an Automatic Payment of less than \$10.00, the number who have elected a payment method; (3) the total Settlement Fund balance; (4) the number and identity of any Settlement Class Members who have opted out of the settlement; and (5) any other information the Settlement Administrator deems prudent to provide to counsel for the Parties.

V. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

77. Progressive does not consent to certification of any class for any purpose other than effectuating this Settlement and disputes that any class should or could be certified for any other purpose. Solely for the purposes of effectuating the Settlement, Plaintiff, Class Counsel, and Progressive agree and stipulate to certification of the Settlement Class as defined in this Agreement. Plaintiff, Class Counsel, and Progressive further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class. If the Court does not approve this Settlement, either preliminarily or finally, or the Settlement Agreement

terminates as provided in Section XII below, and the Parties do not otherwise reach an amended agreement (i) this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions shall be vacated; (iii) no term or draft of this Agreement, or any aspect of the Parties' settlement discussions, negotiations, documentation, or confirmatory discovery (including without limitation any declarations and briefs filed in support of the motions for preliminary and/or final approval) shall have any effect or be admissible into evidence for any purposes in this Action or any other proceeding.

78. Plaintiff, Class Counsel, and Progressive agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, adequate, and made in good faith.

VII. RELEASES

79. Upon the Effective Date, and without any further action, in consideration of the Settlement benefits described herein, (a) Plaintiff's claims and Complaint against Progressive shall be released and dismissed with prejudice, and (b) Plaintiff and each Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Progressive and all other Released Parties from any and all Released Claims.

80. Upon entry of the Final Approval Order and Judgment, Plaintiff and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this action.

81. The obligations incurred under this Settlement shall be in full and final disposition of the Action and of any and all Released Claims as against all Released Parties.

82. Plaintiff further agrees not to assist knowingly and voluntarily, in any way, any third party in commencing or maintaining any suit against the Released Parties related to any Released Claim.

VIII. OPT-OUT PROCEDURES

83. Under the procedures set forth in the Notice, potential Settlement Class Members have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed Preliminary Approval Order. In order to validly be excluded from the Settlement, the potential Settlement Class Member must send a letter that says he or she wants to be excluded from the Settlement in *Jeremy Peck v. Progressive Northern Insurance Company, et al*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00490-KWR-JFR, to Progressive and Class Counsel at the addresses identified in the Class Notice. The letter must include the Settlement Class Member's name, address, and signature by the date set by the Court and as outlined in the Notice, which date the Parties' will ask the Court to set as forty-five (45) days after the Notice Date. Class Counsel shall provide information regarding any such Settlement Class Members who opt out to the Court before the final approval hearing. If a Settlement Class Member's opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered valid, and the Member shall be bound by the Settlement and any orders of the Court attendant thereto.

84. Progressive shall have the right to terminate the Settlement if more than 200 persons opt out of the Settlement Class. If Progressive chooses to exercise this provision, the case will resume as if the Settlement never took place.

IX. OBJECTION PROCEDURES

85. The Notice will inform the Settlement Class Members that they may send in a written objection in this Action. To be valid, an objection must state: (a) the objector's full name, address, telephone number, and e-mail address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation).

86. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; (b) a list, by case name, court, and docket number, of all other cases in which the objector's lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years; and (c) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

87. The long-form notice substantially in the form of Exhibit D hereto will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the United States District Court for the District

of New Mexico, no later than the date set by the Court and outlined in the Notice, to be set at forty-five (45) days after Notice. The long-form notice will inform Settlement Class Members that they must **mail** a copy of their objection to the following three different places postmarked no later than the date set by the Court and outlined in the Notice:

Court	Class Counsel	Progressive's Counsel
U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd NW Suite 270 Albuquerque, NM 87102	Geoffrey Romero 4801 All Saints Road NE Albuquerque, NM 87120 Phone: (505) 247-3338 Fax: (505) 271-1539 Geoff@RHWLAWNM.com	Michael E. Mumford Baker Hostetler LLP 127 Public Square Suite 2000 Cleveland, OH 44114

88. The Parties agree that Plaintiff will draft responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

X. ATTORNEYS' FEES AND COSTS AND SERVICE AWARD PAYMENT

89. The Parties did not discuss the payment of attorneys' fees, costs, expenses, and/or Service Award to the Class Representative until after the substantive terms of the settlement had been agreed upon.

90. At least twenty-eight (28) days before the Final Fairness Hearing, Class Counsel will file a motion for an award of attorneys' fees. Progressive agrees not to object to Class Counsel's seeking and Progressing paying, upon Court approval: (a) an award of attorneys' fees in an amount of Nine Hundred Six Thousand Two Hundred Forty-Two Dollars and Forty-Five Cents (\$906,242.45), which is comprised of 40% of the sum of the Settlement Fund, an amount of Five Hundred Thousand Dollars (\$500,000) attributed to the value of the Injunctive Relief; and (b) an award of reimbursement for the New Mexico Gross Receipts Tax of up to Seventy-

One Thousand Three Hundred Sixty-Six Dollars and Fifty-Nine Cents (\$71,366.59) (7.875% x \$906,242.45).

91. At least twenty-eight (28) days before the Final Fairness Hearing, Class Counsel shall file a motion for a Service Award. Progressive agrees not to object to Class Counsel's seeking and Progressing paying, upon Court approval, a Service Award of up to \$20,000.

92. Payment of the fees discussed in this sub-section that the Court awards, if any, shall be due fifteen (15) business days after the Effective Date.

93. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any Court-approved attorney-fee award and costs amongst Class Counsel. Progressive shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

94. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, reimbursement for the New Mexico Gross Receipts Tax, and reimbursement of costs and expenses, or the Service Award in the amount requested, Progressive shall be required only to pay the amount(s) ordered by the Court, and the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal of any decision by the Court, concerning the amount of attorneys' fees, reimbursement for the New Mexico Gross Receipts Tax, reimbursement for costs or expenses, and/or the Service Award shall constitute grounds for termination of this Agreement.

XI. PRELIMINARY APPROVAL AND FINAL APPROVAL OF SETTLEMENT

95. As soon as practicable after execution of the Settlement Agreement, or other date ordered by the Court, Class Counsel shall submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the

Preliminary Approval Order attached to Plaintiff's Motion for Preliminary Approval, or an order substantially similar to such form, requesting, *inter alia*:

- a. Preliminary approval of the Settlement Agreement as set forth herein; and
- b. Approval of the Notice, which includes a notice to be individually emailed or mailed to the Settlement Class, addressed in Section V.

96. If the Preliminary Approval Order is entered by the Court, Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Fairness Hearing. Such Motion for Final Approval Order and Judgment shall be filed within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline, and at least 90 days after Progressive notifies the approval government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. In connection with the motion for preliminary approval, counsel for the Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than 100 days after entry of the Preliminary Approval Order.

97. Class Counsel and Progressive's Counsel agree to recommend approval of the Settlement by the Court and to undertake their best efforts and cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement the entry of the Final Approval Order and Judgment.

XII. TERMINATION

98. If the Effective Date of the Settlement does not occur, or if the Settlement is terminated or fails to become effective for any reason, then (a) the Parties shall be restored to

their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. The Settlement Administrator shall return the Settlement Fund, and any other monies received from Progressive, less any amounts due to the Settlement Administrator.

XIII. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

99. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part of any Party, in any respect; (b) be construed as an admission by Progressive regarding the appropriateness of certification of any class other than the Settlement Class (defined above), solely for settlement purposes; (c) form the basis of any claim of estoppel by any third-party against any of the Released Parties; or (d) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Complaint.

XIV. CAFA NOTICE REQUIREMENTS

100. Progressive shall serve notice of the proposed settlement, in accordance with the requirements of 28 U.S.C. § 1715(b), on the appropriate representatives of the Attorney General

of the United States and of the New Mexico Superintendent of Insurance. The Parties agree that for purposes of such notice it is not feasible to provide the names of all Settlement Class Members pursuant to 28 U.S.C. § 1715(b)(7)(A) and, therefore, that the procedure set forth in 28 U.S.C. § 1715(b)(7)(B) will be utilized.

XV. MISCELLANEOUS PROVISIONS

101. **Integration of Exhibits.** All of the exhibits attached hereto are incorporated by reference as though fully set forth herein.

102. **Entire Agreement.** This Agreement, including all exhibits thereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede all previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval; provided however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

103. **Complete Resolution.** The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the Plaintiff and the Settlement Class Members.

104. **Voluntary and Informed Settlement.** The Parties agree that the benefits provided herein, and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent

mediator and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

105. **Jurisdiction.** Until the Action is finally and fully dismissed with prejudice, the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of this Agreement. After the Action is finally and fully dismissed with prejudice, the Parties may enforce the terms of the Agreement in the United States District Court for the District of New Mexico.

106. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

107. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

108. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days unless otherwise specified.

109. **No Strict Construction.** For purposes of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

110. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

111. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

112. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

113. **Governing Law.** The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of New Mexico, without regard to conflicts of laws, except to the extent that federal law requires that federal law govern. The Parties understand and agree, that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of New Mexico, regarding reference or regard to choice-of-law principles.

114. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through email of an Adobe PDF shall be deemed an original. The Parties may use electronic-signature programs, like DocuSign, to execute this Agreement.

115. **Authority.** The Parties acknowledge that each has read and understands this Agreement and that the execution hereof is not induced by any representation other than as

expressly contained herein, that the person executing this Agreement on behalf of the respective party has been duly authorized to execute and deliver this Agreement and that this Agreement is the legally binding obligation of such party.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement as of the date first above written.

(Signatures to follow.)

Plaintiff & Proposed Class Representative Progressive

/s/Thomas A. Biscup

Signature

Thomas A. Biscup, counsel for
Jeremy Peck
Printed Name

October 10, 2025
Date

Signature

Michael E. Mumford
Printed Name

Counsel for Progressive
Title

Date

APPROVED AS TO FORM:

/s/Geoffrey R. Romero

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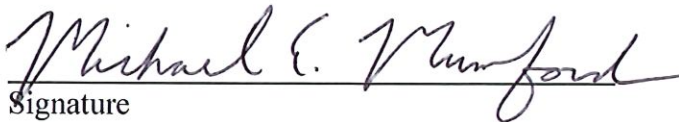
Attorneys for Progressive

Plaintiff & Proposed Class Representative Progressive

Signature

Jeremy Peck
Printed Name

Date


Signature

Michael E. Mumford
Printed Name

Counsel for Progressive
Title

October 2, 2025
Date

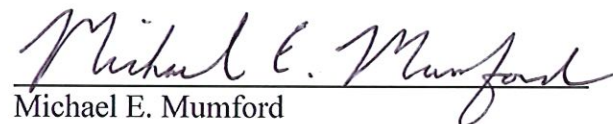
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Attorneys for Progressive

Exhibit A

**Your claim
must be
postmarked by:**

U.S. DISTRICT COURT (NEW MEXICO)
Jeremy Peck v. Progressive Northern Ins. Co., et al.
Civ. No. 1:22-cv-00490-SMD-JFR

**Progressive Stacked
Uninsured
Motorist/Underinsured
Motorist Coverage on
Single Vehicle**

Claim Form

You should fill out and submit this claim form online or by mail if you are a Settlement Class Member in the Valid Claims for Other Payments group and you would like to receive a payment from the settlement.

You are receiving this Notice because you are likely a Settlement Class Member. You are a Settlement Class Member in the Valid Claims for Other Payments group if between January 1, 2009, and May 9, 2018, were a New Mexico resident during that time, and purchased an automobile policy or policies from one or more of the Progressive insurers and paid for stacked Uninsured/Underinsured Motorists (UM/UIM) coverage on a single vehicle (automobile, motorcycle, or recreational vehicle).

You will receive a payment if you fill out this claim form completely, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, www._____.com, or call 1-_____ for more information. Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

If you wish to submit a claim for a settlement payment, you need to provide all of the applicable information requested below. If you do not clearly provide the applicable requested information, and indicate that you qualify and would like to receive benefits from the settlement, your claim form will be deemed invalid and your claim will be denied.

Please print clearly in blue or black ink. This claim form must be submitted online or postmarked by _____.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address

**Your claim
must be
postmarked by:**

U.S. DISTRICT COURT (NEW MEXICO)
Jeremy Peck v. Progressive Northern Ins. Co., et al.
Civ. No. 1:22-cv-00490-SMD-JFR

Claim Form

**Progressive Stacked
Uninsured
Motorist/Underinsured
Motorist Coverage on
Single Vehicle**

II. VERIFICATION

I attest that I purchased/paid for automobile insurance from one of the Progressive Companies during the period January 1, 2009, and May 9, 2018, and the insurance included stacked UM/UIM Coverage on a single vehicle.

III. PAYMENT OPTIONS

Please select **one** of the following four payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Physical Check - Payment will be mailed to the address provided above.

IV. SIGN AND DATE YOUR CLAIM FORM

I declare that the information I supplied in this claim form is true and correct to the best of my recollection, and that I executed this form on the date set forth below.

Your signature

Date: _____
MM DD YYYY

Your name

MAIL YOUR CLAIM FORM OR SUBMIT YOUR CLAIM FORM ONLINE.

This claim form must be:

Postmarked by _____ and mailed to _____ OR

Submitted through the Settlement Website by midnight on _____.

Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT

THIS IS NOT A SOLICITATION BUT A NOTICE OF YOUR RIGHTS UNDER A CLASS ACTION SETTLEMENT IN UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO (PECK V. PROGRESSIVE NORTHERN INSURANCE COMPANY, ET AL., CASE NO. 1:22-CV-00490-SMD-JFR)

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WERE IDENTIFIED AS HAVING A PROGRESSIVE INSURANCE POLICY IN NEW MEXICO ON A SINGLE VEHICLE (AUTO, MOTORCYCLE, AND/OR RECREATIONAL VEHICLE) WITH STACKED UNINSURED AND UNDERINSURED MOTORIST (UM/UIM) COVERAGE AT SOME POINT DURING THE PERIOD FROM JANUARY 1, 2009, THROUGH APRIL 30, 2025

- A Settlement has been reached in this class action about charging premiums for stacked Uninsured/Underinsured Motorist Coverage on single vehicle policies.
- Plaintiff alleged that stacked UM/UIM coverage on a single vehicle policy provided no benefit in exchange for the higher premium. Progressive denies any liability and the parties have reached this agreement that provides benefits in the form of return premiums and equitable relief for the class.
- YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS ONE OF THE CLASS MEMBERS WHO MAY BE ENTITLED TO A REFUND OF AT LEAST SOME PORTION OF THE EXCESS PREMIUMS BETWEEN STACKED AND UNSTACKED COVERAGE.
- TO RECEIVE A REFUND, YOU WILL NEED TO GO TO THE WEBSITE AND COMPLETE A CLAIM FORM, SELECT A PAYMENT METHOD, AND UPDATE ANY OTHER INFORMATION SUCH AS YOUR ADDRESS, ETC. NO LATER THAN _____. FAILURE TO SUBMIT A COMPLETE CLAIM FORM, UPDATE YOUR INFORMATION, AND TO SELECT A PAYMENT METHOD WILL RESULT IN FORFEITURE OF YOUR BENEFIT. PAYMENTS WILL BE ISSUED NO EARLIER THAN 180 DAYS AFTER THE EFFECTIVE DATE.
- The Court has preliminarily approved the settlement and authorized this Notice. A more complete Notice may be obtained by contacting Epiq, the Settlement Administrator, at _____, or on the website, www._____.com. A copy of the Complaint and of the Settlement Agreement along with Court's Order are available on the website as well.
- The Court will hold a Final Approval Hearing at ____ on _____, at the U.S. District Court, District of New Mexico, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd NW, Suite 270, Albuquerque, NM 87102, before the Honorable Judge Sarah M. Davenport, to determine whether to approve the settlement as fair, adequate, and reasonable, among other considerations, and to address any objections.

FOR QUESTIONS CALL 1-_____ OR VISIT

www._____.com [ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

- You may opt out of the settlement and the class action. If you choose to opt out, you will not receive anything from the settlement. If you opt out, you may have your own remedies to pursue. The deadline to opt out is _____.
- You may stay in the class action but object to the proposed settlement. The particular requirements are set forth in the full Notice. The deadline to file is _____
- The Court has appointed the following as Class Counsel to represent you and the other Settlement Class Members.

Geoffrey R. Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, NM 87120

Ray M. Vargas II, Esq.
The Vargas Law Firm LLC
807 Silver Avenue, SW
Albuquerque, NM 87102

Paul Zebrowski
Thomas A. Biscup
Zebrowski Law
4801 All Saints Road NW
Albuquerque, NM 87120

- Class Counsel will ask the Court to award them attorneys' fees separately from the settlement funds.
- Class Members who submit a Valid Claim for Other Payments will receive payment within 45 days of the Settlement Administrator's determination that there are sufficient unclaimed funds to pay all claims made by Other Payments Members or within 45 days of additional payment made by Progressive of necessary additional funds upon the Settlement Administrator's determination that such additional funds are needed. This latter determination cannot occur sooner than 180 days after the Effective Date of the Settlement Agreement.

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FOR QUESTIONS CALL 1-_____ OR VISIT
[www. ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

NOTICE OF CLASS ACTION SETTLEMENT

THIS IS NOT A SOLICITATION BUT A NOTICE OF YOUR RIGHTS UNDER A CLASS ACTION SETTLEMENT IN UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO (PECK V. PROGRESSIVE NORTHERN INSURANCE COMPANY, ET AL., CASE NO. 1:22-CV-00490-SMD-JFR)

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WERE IDENTIFIED AS HAVING A PROGRESSIVE INSURANCE POLICY IN NEW MEXICO ON A SINGLE VEHICLE (AUTO, MOTORCYCLE, AND/OR RECREATIONAL VEHICLE) WITH STACKED UNINSURED AND UNDERINSURED MOTORIST (UM/UIM) COVERAGE AT SOME POINT DURING THE PERIOD FROM JANUARY 1, 2009, THROUGH APRIL 30, 2025

- A Settlement has been reached in this class action about charging premiums for stacked Uninsured/Underinsured Motorist Coverage on single vehicle policies.
- Plaintiff alleged that stacked UM/UIM coverage on a single vehicle policy provided no benefit in exchange for the higher premium. Progressive denies any liability and the parties have reached this agreement that provides benefits in the form of return premiums and equitable relief for the class.
- YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS ONE OF THE CLASS MEMBERS WHO WILL RECEIVE AUTOMATIC PAYMENT OF THE EXCESS PREMIUMS BETWEEN STACKED AND UNSTACKED COVERAGE AND THE AMOUNT TO WHICH YOU ARE ENTITLED IS \$10.00 OR MORE.
- YOU WILL RECEIVE YOUR PAYMENT BY CHECK WITHOUT HAVING TO SUBMIT A CLAIM FORM. CHECKS WILL BE SENT OUT WITHIN 45 DAYS OF THE EFFECTIVE DATE. IF YOUR ADDRESS OR OTHER INFORMATION HAS CHANGED, YOU WILL NEED TO UPDATE IT ON THE WEBSITE NO LATER THAN _____. FAILURE TO UPDATE YOUR PERSONAL INFORMATION ON THE WEBSITE UPON RECEIPT OF THIS NOTICE MAY DELAY YOUR PAYMENT. YOU MAY GO TO THE WEBSITE AND SELECT AN ELECTRONIC PAYMENT FORM INSTEAD OF A CHECK, BUT MUST DO SO BY THE EFFECTIVE DATE.
- The Court has preliminarily approved the settlement and authorized this Notice. A more complete Notice may be obtained by contacting Epiq, the Settlement Administrator, at _____, or on the website, www._____.com. A copy of the Complaint and of the Settlement Agreement along with Court's Order are available on the website as well.
- The Court will hold a Final Approval Hearing at _____ on _____, at the U.S. District Court, District of New Mexico, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd NW, Suite 270, Albuquerque, NM 87102, before the Honorable Judge Sarah M.

FOR QUESTIONS CALL 1-_____ OR VISIT

www._____.com [ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

Davenport, to determine whether to approve the settlement as fair, adequate, and reasonable, among other considerations, and to address any objections.

- You may opt out of the settlement and the class action. If you choose to opt out, you will not receive anything from the settlement. If you opt out, you may have your own remedies to pursue. The deadline to opt out is _____.
- You may stay in the class action but object to the proposed settlement. The particular requirements are set forth in the full Notice. The deadline to file an objection is _____
- The Court has appointed the following as Class Counsel to represent you and the other Settlement Class Members.

Geoffrey R. Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, NM 87120

Ray M. Vargas II, Esq.
The Vargas Law Firm LLC
807 Silver Avenue, SW
Albuquerque, NM 87102

Paul Zebrowski
Thomas A. Biscup
Zebrowski Law
4801 All Saints Road NW
Albuquerque, NM 87120

- Class Counsel will ask the Court to award them attorneys' fees separately from the settlement funds.

2

FOR QUESTIONS CALL 1-_____ OR VISIT

[www. ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

NOTICE OF CLASS ACTION SETTLEMENT

THIS IS NOT A SOLICITATION BUT A NOTICE OF YOUR RIGHTS UNDER A CLASS ACTION SETTLEMENT IN UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO (PECK V. PROGRESSIVE NORTHERN INSURANCE COMPANY, ET AL., CASE NO. 1:22-CV-00490-SMD-JFR)

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WERE IDENTIFIED AS HAVING A PROGRESSIVE INSURANCE POLICY IN NEW MEXICO ON A SINGLE VEHICLE (AUTO, MOTORCYCLE, AND/OR RECREATIONAL VEHICLE) WITH STACKED UNINSURED AND UNDERINSURED MOTORIST (UM/UIM) COVERAGE AT SOME POINT DURING THE PERIOD FROM JANUARY 1, 2009, THROUGH APRIL 30, 2025

- A Settlement has been reached in this class action about charging premiums for stacked Uninsured/Underinsured Motorist Coverage on single vehicle policies.
- Plaintiff alleged that stacked UM/UIM coverage on a single vehicle policy provided no benefit in exchange for the higher premium. Progressive denies any liability and the parties have reached this agreement that provides benefits in the form of return premiums and equitable relief for the class.
- YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS ONE OF THE CLASS MEMBERS WHO WILL RECEIVE AUTOMATIC PAYMENT OF THE EXCESS PREMIUMS BETWEEN STACKED AND UNSTACKED COVERAGE AND THE AMOUNT TO WHICH YOU ARE ENTITLED IS LESS THAN \$10.00.
- TO RECEIVE AN AUTOMATIC PAYMENT, YOU WILL NEED TO GO TO THE WEBSITE AND SELECT A PAYMENT METHOD AND PROVIDE YOUR INFORMATION AND UPDATE ANY OTHER INFORMATION SUCH AS ADDRESS, ETC., NO LATER THAN _____. FAILURE TO UPDATE YOUR INFORMATION AND TO SELECT A PAYMENT METHOD WILL RESULT IN FORFEITURE OF YOUR BENEFIT. YOU DO NOT NEED TO SUBMIT A CLAIM FORM. PAYMENTS WILL BE SENT OUT WITHIN 45 DAYS OF THE EFFECTIVE DATE.
- The Court has preliminarily approved the settlement and authorized this Notice. A more complete Notice may be obtained by contacting Epiq, the Settlement Administrator, at _____, or on the website, www._____.com. A copy of the Complaint and of the Settlement Agreement along with Court's Order are available on the website as well.
- The Court will hold a Final Approval Hearing at _____ on _____, at the U.S. District Court, District of New Mexico, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd NW, Suite 270, Albuquerque, NM 87102, before the Honorable Judge Sarah M.

FOR QUESTIONS CALL 1-_____ OR VISIT

www._____.com [ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

Davenport, to determine whether to approve the settlement as fair, adequate, and reasonable, among other considerations, and to address any objections.

- You may opt out of the settlement and the class action. If you opt out, you will not receive anything from the settlement. If you opt out, you may have your own remedies to pursue. The deadline to opt out is _____.
- You may stay in the class action but object to the proposed settlement. The particular requirements are set forth in the full Notice. The deadline to file is _____
- The Court has appointed the following as Class Counsel to represent you and the other Settlement Class Members.

Geoffrey R. Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, NM 87120

Ray M. Vargas II, Esq.
The Vargas Law Firm LLC
807 Silver Avenue, SW
Albuquerque, NM 87102

Paul Zebrowski
Thomas A. Biscup
Zebrowski Law
4801 All Saints Road NW
Albuquerque, NM 87120

- Class Counsel will ask the Court to award them attorneys' fees separately from the settlement funds.
- For Class Members entitled to an Automatic Payment in an amount less than \$10.00, Progressive will send payments within 45 days of the Effective Date. Failure to select a payment method, however, will result in forfeiture of the payment.

Exhibit C

**You must select
a payment
method by**

U.S. DISTRICT COURT (NEW MEXICO)
Jeremy Peck v. Progressive Northern Ins. Co., et al.
Civ. No. 1:22-cv-00490-SMD-JFR

**Progressive Stacked
Uninsured
Motorist/Underinsured
Motorist Coverage on
Single Vehicle**

Payment Selection Form

You should fill out and submit this Payment Selection form online or by mail if you are a Settlement Class Member in the Automatic Payments group and you would like to receive a payment from the settlement.

You will receive a payment if you fill out this Payment Selection claim form completely, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, www._____.com, or call 1-_____ for more information. Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

Please print clearly in blue or black ink. This claim form must be submitted online or postmarked by _____.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address

**You must select
a payment
method by**

U.S. DISTRICT COURT (NEW MEXICO)
Jeremy Peck v. Progressive Northern Ins. Co., et al.
Civ. No. 1:22-cv-00490-SMD-JFR

**Progressive Stacked
Uninsured
Motorist/Underinsured
Motorist Coverage on
Single Vehicle**

Payment Selection Form

II. PAYMENT OPTIONS

Please select **one** of the following four payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your account: ____-____-____

Zelle - Enter the mobile number or email address associated with your account:

Mobile Number: ____-____-____ or Email Address: _____

Physical Check - Payment will be mailed to the address provided above.

III. SIGN AND DATE YOUR PAYMENT SELECTION FORM

Your signature

Date: _____
MM DD YYYY

Your name

MAIL YOUR CLAIM FORM OR SUBMIT YOUR CLAIM FORM ONLINE.

This claim form must be:

Postmarked by _____ and mailed to _____ OR

Submitted through the Settlement Website by midnight on _____.

Exhibit D

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

NOTICE OF CLASS ACTION SETTLEMENT INVOLVING:

**INSUREDS WHO PURCHASED STACKED UNINSURED AND UNDERINSURED
MOTORIST (“UM/UIM”) COVERAGE ON NEW MEXICO AUTOMOBILE POLICIES
COVERING A SINGLE VEHICLE (AUTOMOBILE, MOTORCYCLE, RV), ISSUED
BY, RENEWED BY, OR IN EFFECT WITH ANY OF THE FOLLOWING INSURANCE
COMPANIES FROM JANUARY 1, 2009, THROUGH APRIL 30, 2025:**

PROGRESSIVE NORTHERN INSURANCE COMPANY,
PROGRESSIVE ADVANCED INSURANCE COMPANY,
PROGRESSIVE CASUALTY INSURANCE COMPANY,
PROGRESSIVE CLASSIC INSURANCE COMPANY,
PROGRESSIVE COMMERCIAL CASUALTY COMPANY,
PROGRESSIVE DIRECT INSURANCE COMPANY,
PROGRESSIVE MAX INSURANCE COMPANY,
PROGRESSIVE NORTHWESTERN INSURANCE COMPANY,
PROGRESSIVE PREFERRED INSURANCE COMPANY,
PROGRESSIVE SPECIALTY INSURANCE COMPANY,
PROGRESSIVE WEST INSURANCE COMPANY,
NATIONAL CONTINENTAL INSURANCE COMPANY, and
UNITED FINANCIAL CASUALTY COMPANY

(Collectively these insurers are described throughout this Notice as “Progressive”).

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

**MAKING A CLAIM OR RECEIVING A PAYMENT WILL NOT CAUSE YOUR
INSURANCE PREMIUMS TO INCREASE**

- A Settlement has been reached in this class action about charging premiums for stacked Uninsured/Underinsured Motorist Coverage on single vehicle policies.
- This Settlement establishes a process for certain individuals to receive automatic payments and others to make claims for monetary payments. This is true even if you are no longer insured with Progressive.
- This Notice describes your rights, how to submit a claim or how you will receive automatic payment, how to object to the Settlement, how to exclude yourself from the Settlement, upcoming deadlines, a hearing on the proposed Settlement, and many other details about your legal rights and options in this Settlement.

FOR QUESTIONS CALL 1-_____ OR VISIT

[www. ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

**Do not discard this Notice before reading it carefully.
Keep Reading**

WHAT THIS NOTICE CONTAINS

	PAGE NUMBER
BASIC INFORMATION	
1. Why was this Notice issued?	_____
2. Where can I get additional information about the Settlement?	_____
3. What is the significance of capitalized words in this Notice?	_____
4. Which insurance companies are part of this Settlement?	_____
5. What is this Lawsuit about?	_____
6. What is Uninsured Motorist/Underinsured Motorist Coverage?	_____
7. What is Stacked and Unstacked UM/UIM Coverage?	_____
8. What is a Progressive Policy (or Progressive Policies)?	_____
9. What is the Class Period?	_____
10. Who is an Insured?	_____
11. Why is this a class action?	_____
12. Why is there a Settlement?	_____
 WHO IS IN THE SETTLEMENT?	
13. How do I know if I am part of the Settlement?	_____
14. Are there some people who are excluded from the Settlement?	_____
 SETTLEMENT BENEFITS - WHAT YOU MAY GET	
15. What does the Settlement provide?	_____
16. When will I get my potential repayment?	_____
17. Can claims be made on behalf of a deceased class member?	_____
18. What happens to any funds not claimed or paid out?	_____
 HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT OR OBJECT TO THE SETTLEMENT	
19. How do I exclude myself from the Settlement?	_____
20. If I do not exclude myself, can I sue later?	_____
21. If I exclude myself, can I get a payment from this Settlement?	_____
22. How do I tell the Court if I do not agree with or object to the Settlement?	_____
23. What is the difference between objecting and asking to be excluded?	_____
 THE LAWYERS REPRESENTING YOU	
24. Do I have a lawyer in this case?	_____
25. How will the lawyers be paid?	_____
 THE CLASS ADMINISTRATOR	
26. Who is the Class Administrator and how can I contact the Class	

Administrator? _____

THE COURT’S FINAL APPROVAL HEARING

- 27. When and where will the Court decide whether to approve the Settlement? _____
- 28. Do I have to come to the Final Approval Hearing? _____
- 29. May I speak at the Final Approval Hearing? _____
- 30. When will the Settlement become Effective? _____

THE EFFECT OF THE SETTLEMENT

- 31. What am I giving up if I stay in the class? _____

Keep Reading

3
FOR QUESTIONS CALL 1- _____ OR VISIT
[www. ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1- _____ para obtener más información y asistencia.

BASIC INFORMATION

1. Why was this Notice issued?

The Court in the Lawsuit known as *Peck v. v. Progressive Northern Insurance Company, et al.*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00490-SMD-JFR, authorized this Notice because you have a right to know about a proposed Settlement of this case. The Lawsuit is pending in the United States District Court for the District of New Mexico before Judge Sarah M. Davenport, who entered an Order preliminarily approving this Settlement on _____. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available to you and how to get them, and who may be eligible. A Final Approval Hearing, at which the Court will consider whether the Settlement is fair, reasonable, adequate, in the best interests of the class, and whether to approve it, is scheduled for _____. For questions about this Settlement or the Lawsuit, do not contact Judge Davenport, Magistrate Judge Robenhaar, or the Clerk of the Court.

2. Where can I get additional information about the Settlement?

This Notice is intended to summarize the Settlement. More details are set forth in a Settlement Agreement. If you want a copy of the Settlement Agreement, additional information, or have questions, call 1-_____ or visit www._____.ClassActionSettlement.com.

3. What is the significance of capitalized words in this Notice?

The significance of capitalized words in this Notice is that they correspond to terms that are defined in the Settlement Agreement at paragraphs 1-___. Certain of those defined terms are also set out in this Notice, but for those that are not, you can refer to the Settlement Agreement, which can be obtained by visiting www._____.ClassActionSettlement.com.

4. Which insurance companies are part of the Settlement?

The Settlement includes the automobile insurance companies identified on the cover page of this Notice. Collectively, those companies are referred to throughout this Notice as “Progressive.”

5. What is this Lawsuit about?

This Lawsuit relates to stacked Uninsured and Underinsured motorist coverage (referred-to throughout this notice as “UM Coverage”) on single vehicle automobile or specialty insurance policies. The Plaintiff has alleged that Progressive sold stacked UM Coverage where they insured a single vehicle and charged a higher premium than on single vehicle policies without stacked coverage. Plaintiff has alleged that there was no benefit to the higher premium charged and that the stacked coverage was illusory and otherwise violated New Mexico law. Progressive denies all allegations of wrongdoing.

6. What is Uninsured Motorist/Underinsured Motorist Coverage?

4
FOR QUESTIONS CALL 1-_____ OR VISIT
www._____.ClassActionSettlement.com

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

UM/UIM Coverage refers to a type of automobile insurance, which covers an Insured for damages he or she is legally entitled to recover from the driver or owner of an Uninsured or Underinsured Motor Vehicle for Bodily Injury or Property Damage. An Uninsured or Underinsured driver is a driver who either has no liability insurance coverage, or has liability insurance, but in an amount that is less than the UM/UIM Bodily Injury and Property damage coverage available to the Insured.

7. What is Stacked and Unstacked UM/UIM coverage?

When an insured has multiple vehicles and selects stacked UM/UIM coverage, the insured has UM/UIM Coverage equal to the number of vehicles owned (or a lesser number of two or more) times the UM/UIM Coverage limit amounts. Unstacked UM Coverage is when an insured has rejected stacking and thus only has the amount of UM Coverage selected in the first place available.

8. What is a Progressive Policy (or Progressive Policies)?

“Progressive Policy” (or “Progressive Policies”) means all automobile insurance policies issued in New Mexico by any of the insurance companies listed on the cover page of this Notice, that were issued, renewed, or in effect during the Class Period and where the insureds paid for stacked UM Coverage where only one vehicle was insured. For purposes of this Notice and Class Action, automobile policies include policies covering motorcycles and recreational vehicles.

9. What is the Class Period?

The Class Period covers Progressive Policies issued, renewed, or in effect between January 1, 2009, through April 30, 2025.

10. Who is an Insured?

For purposes of the Settlement, the term Insured includes the Named Insured or Named Insureds on the policy or any individual who paid the premiums for a policy.

11. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Jeremy Peck) sue on behalf of people who may have similar claims. All these people constitute a “class” and are known as “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the class.

12. Why is there a Settlement?

5
FOR QUESTIONS CALL 1-_____ OR VISIT
[www. ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

The Court has not decided this case for or against either side. Instead, both sides have agreed to settle. That way, they avoid the cost of a trial and other court proceedings and the risk of losing, and the people who qualify may receive compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of all class members. The Settlement does not mean that Defendants did anything wrong.

WHO IS IN THE SETTLEMENT?

13. How do I know if I am part of the Settlement?

The “Settlement Class” means all Progressive policyholders between January 1, 2009, and April 30, 2025, who:

- a. Resided in New Mexico; and
- b. Purchased or otherwise paid for an insurance policy that included stacked UM Coverage while insuring only a single covered vehicle.

There are two different groups of Settlement Class Members. Each is described below.

“**Automatic Payments**” group members are those Settlement Class Members who purchased/paid for stacked UM/UIM Coverage where only a single vehicle was covered at any time from May 10, 2018, through April 30, 2025. Automatic Payments Members are those in the time period where no statute of limitations defense was available to Progressive. The Automatic Payments group further is divided into those entitled to Ten Dollars (\$10.00) or more and those entitled to less than that amount, as far as processing and steps to obtaining payment are concerned, as outlined below.

“**Valid Claims for Other Payments**” group members are those Settlement Class Members who purchased/paid for stacked UM/UIM Coverage where a single vehicle was covered at any time from January 1, 2009, through May 9, 2018. Other Payments Members are those in the time period where a statute of limitations defense may have been available to Progressive. Other Payments Members may receive less than the full amount of the difference between premiums paid for stacked UM/UIM Coverage and unstacked UM/UIM Coverage on single vehicles, depending on the number of claims made by Other Payments Members. The total amount allocated to Other Payments Members is no less than \$37,000.00 and no more than \$75,000.00.

14. Are there some people who are excluded from the Settlement?

YES. There are some people who are excluded from the Settlement Class, Automatic Payments and Other Payments. **Read carefully to determine if you are excluded.**

Settlement Class Exclusions:

The following are excluded from the Settlement Class: (1) any persons who make a timely election to be excluded, *i.e.*, opt-out of the Settlement Class, as discussed further below; (2)

6

FOR QUESTIONS CALL 1-_____ OR VISIT

[www. ClassActionSettlement.com](http://www.ClassActionSettlement.com)

Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

any claimant who has separately filed suit against any of the Released Parties up to the Notice Date, the subject of which suit is based on or contests the value or benefits provided for stacked UM/UIM Coverage on a single-vehicle insurance policy; (3) any of the Judge(s) presiding over the Action; and (4) Progressive and any employee of Progressive..

SETTLEMENT BENEFITS – WHAT YOU GET

15. What does the Settlement provide?

Under this Settlement, Progressive will pay One Million Seven Hundred Sixty-Five Thousand Six Hundred Six Dollars and Thirteen Cents (\$1,765,606.13) into a Settlement Fund. Progressive also has agreed that it no longer will sell Stacked UM/UIM Coverage on single vehicle policies.

Progressive has agreed to make automatic payments to Automatic Payments Members. The amount for each insured is the difference between the premium amounts paid for single vehicle stacked UM/UIM Coverage and the premium amounts that would have been paid for single vehicle unstacked UM/UIM Coverage. Those Automatic Payments Members who are entitled to receive Ten Dollars (\$10.00) or more, may (i) do nothing and receive a check by mail to the address the Settlement Administrator has on file, (ii) go to the Settlement Website and provide an updated address to which the Settlement Administrator will send the check, or (iii) go to the Settlement Website and elect a payment method other than check (e.g., PayPal, Venmo, EpiqPay) to receive payment. The Settlement Administrator shall make the Settlement Class Payments pursuant to the Settlement Class Members' response or non-response to the Notice consistent with the above within forty-five (45) days of the Effective Date.

Automatic Payments Members who are entitled to receive less than Ten Dollars (\$10.00) shall have various options to receive a Settlement Class Payment (e.g., check, Paypal, Venmo, EpiqPay) and shall have ninety (90) days after the Notice Date to select a payment option.

Other Payments Members will follow procedures similar to Automatic Payments Members entitled to less than \$10.00, but shall be required to submit a claim form and select a payment method. Other Payments will be no less than \$37,000 in the aggregate and no more than \$75,000 in the aggregate. No Other Payments Member shall receive more than 100% of the difference in premium payments, but may receive less depending on the number of Other Payments claims made.

The Settlement Administrator shall determine whether all claims are valid.

16. When will I get my potential repayment?

As set forth above, for Automatic Payments Members entitled to \$10.00 or more, Progressive will send payments within 45 days of the Effective Date. Failure to update personal information on the Website upon receipt of this Notice may delay your payment.

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Los hispanohablantes deben llamar al 1-_____ para obtener más información y asistencia.

For Automatic Payments Members entitled to less than \$10.00, Progressive will send payments within 45 days of the Effective Date. Failure to select a payment method will result in forfeiture of the payment.

Other Payments Members will receive payment within 45 days of the Claim Administrator's determination that there are sufficient unclaimed funds to pay all claims made by Other Payments Members or within 45 days of additional payment made by Progressive of necessary additional funds upon the Claim Administrator's determination that such additional funds are needed. This latter determination cannot occur sooner than 180 days after the Effective Date of the Agreement.

17. Can claims be made on behalf of a deceased Class Member?

YES. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the settlement check or other form of payment to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Progressive's Counsel..

18. What happens to any funds that are not claimed or paid out to policyholders?

Any unclaimed or forfeited funds left over shall be paid to the non-profit Equal Access to Justice, Inc., subject to the Court's approval.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT OR OBJECT TO THE SETTLEMENT?

19. How do I exclude myself from the Settlement?

If you are a Class Member, you have the right and ability to exclude yourself from the Settlement Class. In order to validly be excluded from the Settlement, the potential Settlement Class Member must send a letter that says he or she wants to be excluded from the Settlement in *Jeremy Peck v. Progressive Northern Insurance Company, et al*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00490-SMD-JFR, to Progressive and Class Counsel at the addresses identified in this Notice. The letter must include the Settlement Class Member's name, address, and signature by the date set by the Court and as outlined in the Notice, which date the Parties' will ask the Court to set as forty-five (45) days after the Notice Date.

20. If I do not exclude myself, can I sue later?

NO. Unless you timely exclude yourself, you will be in the Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Progressive concerning the factual allegations, claims, or issues in this case, that you are releasing various claims and parties, as further detailed below paragraphs _____ of the Settlement Agreement, and that issue and claim preclusion and *res judicata* principles will apply to the fullest extent. It also

means that all the Court’s orders in this case will apply to you and legally bind you.

21. If I exclude myself, can I get a payment from this Settlement?

NO. If you timely exclude yourself, you cannot participate in this Settlement, but you will retain all rights, claims, and causes of action that you might have against Progressive or the other Released Parties (as defined below and in the Settlement Agreement) should you choose to sue any of them on your own. You will not be legally bound by anything that happens in this Lawsuit.

22. How do I tell the Court if I do not agree with or object to the Settlement?

If you do not exclude yourself from the Class pursuant to the procedures described in paragraph __ above, you can object to the Settlement. To be valid, an objection must state: (a) the objector’s full name, address, telephone number, and e-mail address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector’s lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector’s signature or the signature of the objector’s duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation).

In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; (b) a list, by case name, court, and docket number, of all other cases in which the objector’s lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years; and (c) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

To be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the United States District Court for the District of New Mexico, no later than the date set by the Court, to be set at forty-five (45) days after Notice. Settlement Class Members must **mail** a copy of their objection to the following three different places postmarked no later than the date set by the Court:

Court	Class Counsel	Progressive’s Counsel
U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd NW	Geoffrey Romero Romero, Harada & Winters 4801 All Saints Road NW Albuquerque, NM 87120 Phone: (505) 247-3338	Michael E. Mumford Baker Hostetler LLP 127 Public Square Suite 2000 Cleveland, OH 44114

Suite 270 Albuquerque, NM 87102	Fax: (505) 271-1539 Geoff@RHWLawNM.com	
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23. What is the difference between objecting and asking to be excluded?

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

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

YES. For purposes of this Settlement, the Court has appointed the following attorneys as Class Counsel to represent you and the other Settlement Class Members.

Geoffrey R. Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, NM 87120

Ray M. Vargas II, Esq.
The Vargas Law Firm LLC
807 Silver Avenue, SW
Albuquerque, NM 87102

Paul Zebrowski
Thomas A. Biscup
Zebrowski Law
4801 All Saints Road NW
Albuquerque, NM 87120

25. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys' fees of up to, but not to exceed \$977,609.04, inclusive of all fees, costs, applicable New Mexico gross receipts tax, and ask the Court to order a service award to the Plaintiff Class Representative Jeremy Peck of up to, but not to exceed, \$20,000.00. Approved fees and service award amounts will be paid by Progressive. The Court may award less than these amounts. You will not be required to pay any portion of these attorneys' fees and other costs and the payment of these fees and costs will not affect or reduce the benefits that you may be entitled to under this Settlement.

THE CLASS ADMINISTRATOR

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26. Who is the Class Administrator and how can I contact the Class Administrator?

Epiq shall act as the Class Administrator. Claim Forms and other documents identified in this Notice and the Settlement should be mailed or provided to Epiq, whose contact information is:

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at ____ on ____, at the U.S. District Court, District of New Mexico, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd NW, Suite 270, Albuquerque, NM 87102, before the Honorable Judge Davenport.

The purpose of the Final Approval Hearing will be for the Court to consider whether the Settlement is fair, reasonable, adequate, and in the best interests of the class. If there are objections, the Court will consider them. If the Court approves the Settlement, a Final Judgment approving the Settlement, dismissing the Lawsuit and ordering the declaratory relief sought (the “Judgment”) will be issued. If the Court disapproves the Settlement, then the Lawsuit will continue and the rights and duties set out in the Settlement will be void as if no Settlement had been reached.

28 Do I have to come to the Final Approval Hearing?

NO. Class Counsel and Defense Counsel will answer any questions the Court may have, but you are welcome to attend at your own expense.

29. May I speak at the Final Approval Hearing?

YES. If you wish to speak at the Final Approval Hearing, you are permitted to do so.

30. When will the Settlement become Effective?

Even if the Court approves the Settlement, it will not become Effective, unless and until the all the events occur as provided in Paragraph 23 of the Settlement Agreement defining “Effective Date” and describing the conditions necessary for the Effective Date to occur.

If the Effective Date does not occur, or the settlement falls through then the Lawsuit will continue and the rights and duties set out in the Settlement will be void as if no Settlement had been reached.

EFFECT OF SETTLEMENT APPROVAL

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31. What am I giving up if I stay in the class?

If the Effective Date occurs and the settlement becomes final, as set forth in the Settlement Agreement, then Settlement Class Members, except those who file a proper and timely notice of intent to be excluded or “opt-out,” will be subject to this Settlement. This means that unless you exclude yourself, you will remain in the class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against any of the Released Parties asserting any of the Released Claims. It also means that all of the Court’s orders in this case will apply to you and legally bind you. If you stay in the class, you are releasing various claims and parties, as described below and in the Settlement Agreement.

Released Claims

“Released Claims” means any and all claims, rights, demands, charges, complaints, causes of action, liabilities, and damages of any and every kind and nature that either has been asserted, was asserted, or could have been asserted, by any of the Releasing Parties against any of the Released Parties in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other sources, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, including, without limitation, (a) any and all claims that arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the Complaint filed in the Action; (b) any and all claims disputing the value or benefit of stacked UM/UIM Coverage on single-vehicle insurance policies sold and issued by Progressive; and (c) any and all claims related to or arising out of Progressive’s failure to offer Plaintiff or any Settlement Class Member the opportunity to select or reject stacked UM/UIM Coverage upon the addition of a second or additional vehicle to such person’s insurance policy.

Released Parties

“Released Parties” or “Released Party” means Progressive Northern Insurance Company, Progressive Advanced Insurance Company, Progressive Casualty Insurance Company, Progressive Classic Insurance Company, Progressive Commercial Casualty Company, Progressive Direct Insurance Company, Progressive Max Insurance Company, Progressive Northwestern Insurance Company, Progressive Preferred Insurance Company, Progressive Specialty Insurance Company, Progressive West Insurance Company, National Continental Insurance Company, and United Financial Casualty Company, and each of their respective past and present parent companies, subsidiaries, affiliates, related entities, successors, assigns, officers, directors, shareholders, members, agents, employees, representatives, attorneys, administrators, independent agents of Progressive and their employees, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action,

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and each of their respective past and present predecessors, successors, assigns, officers, directors, shareholders, members, agents, employees, representatives, attorneys, administrators, independent agents of Progressive and their employees, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action.

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