

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

CHERYL SLADE, Individually and on  
behalf of others similarly situated

CASE NO.: 6:11-cv-02164

VERSUS

PROGRESSIVE SECURITY  
INSURANCE

JUDGE MICHAEL J. JUNEAU

MAG. JUDGE CAROL B. WHITEHURST

ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT  
AGREEMENT, AUTHORIZING DISSEMINATION OF NOTICE OF THE SETTLEMENT,  
AND SCHEDULING A HEARING FOR FINAL APPROVAL OF THE PROPOSED  
SETTLEMENT

WHEREAS, this matter having come before the Court by way of Plaintiffs' Motion for Preliminary Approval of Proposed Settlement, Authorizing Dissemination of Notice of the Settlement, and Scheduling a Hearing for Final Approval of the Proposed Settlement ('Motion');

WHEREAS, this Court previously certified this matter as a class action on behalf of:

All named Louisiana Progressive Security insureds who received payment for total loss motor vehicles located in the State of Louisiana, under the terms of their collision automobile insurance policy with Progressive Security Insurance, utilizing the Mitchell WorkCenter Total Loss (WCTL) system, from July 1, 2010 to June 24, 2019.

WHEREAS, this Court has appointed Stephen B. Murray, Jr., Stephen B. Murray, Sr., Arthur M. Murray, Kenneth St. Pe, Kenneth Dejean, and J.R. Whaley to serve as court-appointed Class Counsel ("Class Counsel");

WHEREAS, on June 24, 2019, Notice of the pendency of this Class Action was disseminated to all Class Members providing Class Members with the ability to exclude themselves from the Class;

WHEREAS, on January 26, 2021, Plaintiffs, individually and on behalf of the certified Class defined above, and Progressive Security Insurance Company (Progressive Security) entered into a Settlement Agreement (“Settlement”), which, if finally approved by the Court, will result in the settlement of all claims asserted against Progressive Security in the above-captioned action (“Action”);

WHEREAS, in full and final settlement of the claims asserted against Progressive Security, Progressive Security has agreed to pay \$40 million in cash in exchange for dismissal with prejudice of this matter and a full release of certain claims for Progressive Security and related parties (as defined in the Settlement Agreement);

WHEREAS, Plaintiffs have moved pursuant to Federal Rule of Civil Procedure 23(e) for an order preliminarily approving the Settlement Agreement, which sets forth the terms and conditions of the Settlement with Progressive Security;

WHEREAS, Plaintiffs have further moved for (i) approval of the manner and form of notice of the Settlement to the Class; (iii) approval of a proposed briefing schedule for (1) final approval of the Settlement (2) Class Counsel’s application for attorneys’ fees; (3) application for class representative incentive payments and (4) scheduling of a date and time for the Fairness Hearing;

WHEREAS, Plaintiffs and Progressive Security have agreed to the entry of this Order (the Order”);

WHEREAS, all terms with initial capitalization used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein: and

WHEREAS, the Court has considered the Settlement Agreement and the other documents submitted by the Parties in connection with Plaintiffs’ Motion, and good cause appearing therefor:

IT IS ON THIS 4th day of March, 2021 ORDERED as follows:

I. Preliminary Approval of the Settlement

1. Upon review of the record, the Court finds that the Settlement Agreement resulted from arm's-length negotiations between highly experienced counsel and falls within the range of possible approval. Therefore, the Settlement Agreement is hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing described below. The Court preliminarily finds that the Settlement set forth in the Settlement Agreement raises no obvious reasons to doubt its fairness and raises a reasonable basis for presuming that it satisfies the requirements of Fed. R. Civ. P. 23 and due process so that notice of the Settlement should be given as provided in this Order.

2. At or after the Fairness Hearing the Court shall determine, among other matters, whether the Settlement satisfied Rule 23(e) and warrants final approval.

II. Notice to the Class

3. The Court finds the proposed Notice to Class Members of the proposed Settlement Agreement as set forth in the Attached Notice Plan meets the requirements under Rule 23 and due process, and therefore is approved.

4. The Notice, substantially in the form attached hereto as Exhibit A, shall be disseminated no later than April 13, 2021.

III. Schedule and Procedure for Requesting Exclusion and Submitting Objections

5. The deadline for Class Members to request exclusion from the Class shall be May 31, 2021.

6. As set forth in the Notice, in order to request exclusion, a Class Member must mail a signed, written request for exclusion. The request must include: (1) the Class Member's

full name, address, and telephone number; and (2) a clear statement that the Class Member wishes to be excluded from the Settlement Class. The request must be signed by the Class Member, and not just by an attorney.

Written Exclusion request must be mailed, postmarked by May 31, 2021 to:

Class Action Opt Out & Objection  
Attn: Slade v. Progressive Security  
PO Box 58220  
Philadelphia, PA 19102

7. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above or the request for exclusion is otherwise accepted by the Court. Persons or entities that request exclusion from the Class shall not be entitled to share in the benefits of the Settlement, nor be bound by any judgment whether favorable or adverse.

8. On or before June 4, 2021, Class Counsel shall file a notice with the Court: (I) identifying those persons or entities requesting exclusion from the Class, if any; and (ii) informing the Court about the status and execution of the notice program as ordered herein.

9. As set forth in the Notice, Class Members who wish to object or otherwise be heard with respect to the Settlement Agreement must mail a written objection with specific reasons why the Court should not approve the Settlement. If represented by an attorney, both the objecting Class Member and the attorney must sign the objection. The must include the Class Member's full name, address, e-mail address, if any (an e-mail address is not required), and telephone number. The objection must also include the caption of this Litigation (*Slade v. Progressive Security Insurance Company*, Case No. 6:11-02614), a statement of whether the objecting Class Members wants to speak at the Fairness Hearing (see "The Court's Fairness Hearing," below), a list of any witnesses the objecting Class Member intends to call at

the hearing, the subject area of the witnesses' testimony, and all documents to be used or submitted to the Court at the hearing. The objection must be mailed, postmarked by May 31, 2021, to the address listed in Paragraph 6, supra, and to:

Clerk of Court  
U.S. District Court, Western District of Louisiana  
John M. Shaw United States Courthouse  
800 Lafayette St., Suite 2100  
Lafayette, Louisiana 70501

10. Any Class Member who does not make its objection in the manner provided above shall be deemed to have waived their right to object to any aspect of the Settlement Agreement and Counsel's requests for attorneys' fees, reimbursement of expenses, and/or application for class representative incentive payment and shall be forever barred and Foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement, or the requested attorneys' fees and expenses, or from otherwise being heard concerning the Settlement Agreement, the requested attorneys' fees and expenses in this or any other proceeding.

#### IV. The Court's Final Approval Schedule and Fairness Hearing Date

11. All briefs and materials in support of Class Counsel's fee and expense application, and application for class representative incentive payments shall be filed with the Court no later than June 18, 2021. The applications described in this paragraph shall promptly be posted on the website created for the Settlement, [www.sladetotalloss.com](http://www.sladetotalloss.com), and shall be considered as separate and apart from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement. All briefs and materials in support of final approval of the Settlement Agreement also shall be filed with the Court no later than June 18, 2021.

12. All reply submissions, including any responses to any objections by Class Members, shall be filed with the Court no later than June 30, 2021.

13. A hearing on final approval of the Settlement (“Fairness Hearing”) shall be held before this Court on July 9, 2021 at 9:30 a.m. at the U.S. District Court for the Western District of Louisiana, Lafayette Division, John M. Shaw United States Courthouse, 800 Lafayette St., LA 70501. At this hearing, the Court will consider: (1) any properly submitted objections to the Settlement, (2) whether the Settlement is fair, reasonable, and adequate, (3) whether to grant final approval of Settlement, and (4) the amount of attorneys' fees and costs to be awarded to class counsel, and (5) any application for class representative incentive payments.

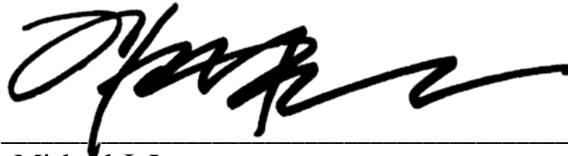
14. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Class Counsel shall be responsible for communicating any such notice promptly to the Class by posting conspicuous notice on the website created for the Settlement, [www.sladetotalloss.com](http://www.sladetotalloss.com).

15. All other proceedings in this Action shall be stayed pending the Fairness Hearing.

16. In the event that a Settlement does not become final, then, subject to approval of the Court, litigation of the Action will resume in a reasonable manner to be approved by the Court upon joint application by the Parties.

17. If the Court does not grant final approval of a Settlement or a Settlement is terminated in accordance with the applicable provisions of the Settlement Agreement, such Settlement shall be deemed null and void and shall have no further force and effect, and neither the Settlement nor the negotiations leading to it shall be used or referred to by any person or entity in this or in any other action or proceeding for any purpose.

18. Neither this Order nor the Settlement Agreements nor any Settlement—related document nor any proceeding undertaken in accordance with the terms set forth in the Settlement Agreements or in any other Settlement-related documents, shall constitute, be construed as or be deemed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Progressive Security or any Released Party, or likewise, constitute, be construed as, or be deemed to be an admission or evidence of or presumption against Class Plaintiffs or any other Class Member that any of their claims are without merit or infirm, that a class should not be certified, or that recoverable damages against Progressive Security would not have exceeded the Settlement Funds.

A handwritten signature in black ink, appearing to read 'Michael J. Juneau', written over a horizontal line.

Michael J. Juneau  
United States District Judge

# **EXHIBIT A**

**You could get money from a class action settlement totaling \$40 Million if you received payment for a motor vehicle total loss in the State of Louisiana, under the terms of a collision automobile insurance policy with Progressive Security Insurance Company from July 1, 2010 to June 24, 2019.**

*A Federal Court authorized this notice.*

*This is not a solicitation from a lawyer.*

Slade v. Progressive Security  
c/o Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «StateCd» «Zip»

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Slade v. Progressive Security Insurance Co., Case No: 6:11-cv-2164*

**WHO IS INCLUDED?** The Class generally includes all insureds of Progressive Security in the state of Louisiana who made a claim for first party vehicle damage under Collision coverage and whose vehicle was declared a total loss between July 1, 2010 and June 24, 2019. If you fit within this group, you are a Class Member who will be legally bound by all determinations made by the Court concerning the Class unless you request to be excluded from the Settlement. If you are not sure whether you are included in the Class, you may contact counsel for the Class or consult with an attorney, at your own expense.

**WHAT CAN I GET?** The \$40 million settlement will provide payments to Class Members. The amount of compensation paid for each claim will be determined by the Special Master and/or Claims Administrator (appointed by the Court to verify and approve such claims) using the Mitchell Work Center Total Loss (WCTL) vehicle evaluation forms maintained by Progressive for each class member's total loss claim.

**DO I HAVE TO SUBMIT A CLAIM?** No. Payments in the amounts determined by the Special Master will be mailed directly to Class Members. You do not have to submit any documentation or fill out any forms. A check will be mailed to you, along with an explanation of the Special Master's allocation to you. At that point, you can either accept the check (by cashing or depositing it) or present an objection to the Special Master. Instructions regarding how to object to your individual allocation will be included with the check.

**YOUR OTHER OPTIONS:** If you wish to be excluded from the Settlement class, you must mail a signed, written request for exclusion postmarked by **May 31, 2021**. If you do not exclude yourself from the Settlement class, you may object to the Settlement by submitting a written objection by **May 31, 2021**. For specific information on how to submit a written exclusion request or objection, and the requirements for each, please visit **[www.SladeTotalLoss.com](http://www.SladeTotalLoss.com)**.

**THE COURT'S FAIRNESS HEARING:** The Court has scheduled a hearing for **July 9, 2021** to consider: (1) any properly submitted objections to the Settlement, (2) whether the Settlement is fair, reasonable, and adequate, (3) whether to grant final approval of Settlement, and (4) the amount of attorneys' fees and costs to be awarded to class counsel, and (5) whether to award an incentive payment to the class representatives. The Fairness Hearing may be moved to a different time or date without additional notice, so it is a good idea to check **[www.SladeTotalLoss.com](http://www.SladeTotalLoss.com)** for updated information.

**THIS IS ONLY A SUMMARY.** This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of each Settlement Agreement at the website. If you still have questions you may: (1) visit the website **[www.SladeTotalLoss.com](http://www.SladeTotalLoss.com)**; or (2) write to: Slade v. Progressive Security, c/o Administrator, 1650 Arch St., Ste. 2210, Philadelphia, PA 19103.

**You could get money from a class action settlement totaling \$40 Million. If you received payment for a motor vehicle total loss in the State of Louisiana, under the terms of a collision automobile insurance policy with Progressive Security Insurance Company from July 1, 2010 to June 24, 2019.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

Please read this notice carefully. Your legal rights are affected whether you act or not.

Progressive Security Insurance Company (“Progressive Security”) was sued by certain individuals (“Plaintiffs”) who allege that a class of individuals were injured because Progressive Security undervalued their total-loss vehicles by use of the Mitchell Work Center Total Loss (WCTL) valuation system. Progressive Security denies Plaintiffs’ allegations and any wrongdoing.

A settlement has been reached with Progressive Security, which has agreed to pay \$40 million into a Settlement Fund. This settlement will pay money to allegedly impacted individuals.

Generally, you are included in the settlement if you were a Louisiana Progressive Security insured who received payment for a total loss motor vehicle(s) located in the State of Louisiana, under the terms of a collision automobile insurance policy with Progressive Security Insurance Company, utilizing the Mitchell Work Center Total Loss (WCTL) system, from July 1, 2010 to June 24, 2019.

The settlement will provide payments to allegedly impacted individuals.

The Court has appointed a Special Master to allocate the settlement funds according to data contained in claims data produced by Progressive Security.

If you are included in these settlements, your legal rights are affected whether you act or not. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>Do Nothing</b>	Stay in this lawsuit. Await your allocation by the Special Master. Give up certain rights. By doing nothing, you remain eligible to receive a payment from the settlement fund. You will receive a check in the amount determined by the Special Master, and you will be given an opportunity to contest the Special Master's allocation. Unless you object to your allocation, you will not be required to do anything to receive your allocation payment. A check will be mailed to you. But you give up any right to sue Progressive Security separately on any claim that is or could have been included in in this lawsuit.
<b>Ask to be Excluded/ Opt Out</b>	Get no payment. This is the only option that allows you to file or continue your own lawsuit over the claims resolved by the Settlement.
<b>Object</b>	Write to the Court about why you do not like this Settlement. If you ask to be excluded, you cannot object.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because allegedly affected people have a right to know about the proposed settlement of a lawsuit related to allegations that Progressive Security allegedly undervalued first party vehicle loss claims by using the Mitchell Work Center Total Loss (WCTL) valuation system from July 1, 2010 to June 24, 2019. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to everyone in the class according to claims data provided by Progressive Security to a “Special Master” and/or “Claims Administrator” (officers appointed by the Court). The people asserting claims in the lawsuit are called “Plaintiffs.” Progressive Security is called the “Defendant.” This is a summary of the Settlement. The full Settlement Agreement is available at [www.SladeTotalLoss.com](http://www.SladeTotalLoss.com). People who are included in the Settlement are strongly encouraged to review the full Settlement Agreement and consult with a lawyer about their rights and obligations under the Settlement. Your legal rights are affected whether you act or not.

### 2. Why is this a class action?

In a class action, one or more people sue on behalf of people who have similar claims. All these people with similar claims are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class (*see* “Excluding Yourself from the Settlement,” below).

### 3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, the parties agreed to settle. This way, they avoid the costs and risks of a trial and any appeal, and the people allegedly affected will get compensation. The lawyers representing the Class (*see* “The Lawyers Representing You,” below) think the Settlement is best for all Class Members. The Settlement does not mean that Progressive Security did anything wrong, and Progressive Security denies the allegations made by Plaintiffs.

## WHO IS IN THE SETTLEMENT?

### 4. Who is included in the Settlement?

The Class generally includes all insureds of Progressive Security in the state of Louisiana who made a claim for first party vehicle damage and whose vehicle was declared a total loss between July 1, 2010 and June 24, 2019. If you fit within this group, you are a Class Member who will be

legally bound by all determinations made by the Court concerning the Class unless you request to be excluded from this settlement as described in Questions 11 to 13. If you are not sure whether you are included in the Class, you may contact counsel for the Class or consult with an attorney, at your own expense.

## **THE SETTLEMENT'S BENEFITS—WHAT YOU GET**

All Class Members who are eligible to receive settlement payments and who do not exclude themselves from the Settlement will receive a payment. The Settlement Agreement can be viewed at the website and it describes in detail all the benefits available from the Settlement.

### **5. How much money is available to pay valid claims?**

The \$40 million settlement will provide payments to Class Members. The amount of compensation paid for each claim will be determined by the Special Master and/or Claims Administrator (appointed by the Court to verify and approve such claims) based on the Mitchell Work Center Total Loss (WCTL) vehicle valuation forms maintained by Progressive for each Class Member's total loss claim.

### **6. What documentation do I need to provide to participate in the Settlement?**

You do not have to provide any documentation to participate in the settlement. The Special Master will determine individual allocations by reference to claims information contained in the WCTL loss valuation reports maintained by Progressive Security for every total loss claim, as well as information from other sources such as the NADA Guide.

### **7. What if there is money remaining in the settlement after all claims have been paid?**

All of the settlement fund, is to be used to pay claims, as well as court-awarded attorneys' fees, costs and incentive payments to class representatives, if any. The entire fund, less court-awarded attorneys' fees and costs, and incentive payments to class representatives, if any, will be disbursed in checks to Class Members. If, however, after one year following the distribution of payments to Class Members for any checks remain uncashed, the amount of any uncashed checks will be returned to Progressive Security.

## **HOW TO GET A PAYMENT**

### **8. How can I get a payment?**

Payments in the amounts determined by the Special Master will be mailed directly to Class

Members. You do not have to submit any documentation or fill out any forms. A check will be mailed to you, along with an explanation of the Special Master's allocation to you. At that point, you can either accept the check (by cashing or depositing it) or present an objection to the Special Master. Instructions regarding how to object to your individual allocation will be included with the check.

### **9. When will I get my payment?**

Once the Court has granted final approval to the Settlement and any appeals from that ruling have been resolved, The Special Master and/or Claims Administrator will determine the amount of compensation each claimant is eligible to receive. The Special Master plans to complete this allocation process within 90 days, at which time checks will be mailed. If there are appeals, resolving them can take time. Please be patient.

### **10. What am I giving up to get a payment?**

If the Settlement becomes final, Class Members who do not opt out give up the right to sue Progressive Security and related parties for the "Released Claims" that are described in the Settlement Agreement. This means you will no longer be able to sue or continue to sue Progressive Security or related parties for any of the claims resolved by this Settlement.

The Settlement Agreement is available at the website [www.SladeTotalLoss.com](http://www.SladeTotalLoss.com) and describes the Released Claims with specific descriptions in necessary, accurate legal terminology. Please read them carefully. You can contact class counsel or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

As a general matter, the Class Members will provide Progressive Security and related parties with a full release of any and all claims whatsoever (a) arising out of, in any manner related to, or connected in any way with payment of first party total loss claims at issue in this lawsuit and/or (b) for any and all losses, damages and/or injuries arising from, in any manner related to, or connected in any way with all and/or any of the foregoing, including but not limited to any and all claims that a Class Member has, may have, or may have had, regardless of whether such claim is known or unknown, filed or unfiled, asserted or as of yet unasserted, or existing or contingent, and whether asserted by petition, complaint, cross-claim, third party demand, or otherwise (or any judgment or order entered on such claims), and regardless of the legal theory or theories of damage involved.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement and you want to keep the right to sue Progressive Security at your own expense about the issues in this case, then you must take steps to get out of

the Settlement. This is called excluding yourself from—or is sometimes called “opting out” of—the Class.

**11. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself (or “opt out”), you cannot get any benefits from this Settlement and you cannot object to this Settlement. If you exclude yourself, however, you may sue or continue to sue Progressive Security in the future at your own expense about the issues in this case. You will not be bound by anything that happens in this lawsuit.

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

No. You must opt out if you wish to pursue an individual claim against Progressive in connection with your total loss claim. If you do not opt out and the Settlement is approved, you will not be able to sue or continue to sue Progressive about any of the Released Claims. You may wish to contact counsel for the Class or consult with an attorney, at your own expense, before you make a decision about opting out of this Settlement.

**13. How do I get out of this Settlement?**

In order to opt out, you must mail a signed, written request for exclusion. Your request must include: (1) your full name, address, and telephone number; and (2) a clear statement that you wish to be excluded from the Settlement Class. The request must be signed by you, the Class Member, and not just by your attorney.

Mail your written request postmarked by May 31, 2021 to:

Class Action Opt Out & Objection  
Attn: Slade v. Progressive Security  
PO Box 58220  
Philadelphia, PA 19102

**OBJECTING TO THE SETTLEMENT**

**14. How do I tell the Court if I do not agree with this Settlement?**

You can tell the Court if you do not agree with the Settlement or some part of it. To do so, you must remain a member of the Class (that is, if you opt out you may not object), and you must mail a written objection with specific reasons why you think the Court should not approve the Settlement. If you have an attorney, both you and your attorney must sign the objection. Your

objection must include your full name, address, e-mail address, if any (an e-mail address is not required), and telephone number. Your objection must also include the caption of this Litigation (*Slade v. Progressive Security Insurance Company, Case No. 6:11-02614*), a statement of whether you want to speak at the Fairness Hearing (*see* “The Court’s Fairness Hearing,” below), a list of any witnesses you intend to call at the hearing, the subject area of the witnesses’ testimony, and all documents to be used or submitted to the Court at the hearing. Mail your objection, postmarked by May 31, 2021, to the address listed in Question 13 and to:

Clerk of Court  
U.S. District Court, Western District of Louisiana  
John M. Shaw United States Courthouse  
800 Lafayette St., Suite 2100  
Lafayette, Louisiana 70501

### THE LAWYERS REPRESENTING YOU

#### 15. Do I have a lawyer in the case?

Yes. The Court appointed the following lawyers, among others, as “Class Counsel” to represent all the members of the Class:

Stephen Murray, Jr. <b>Murray Law Firm</b> 701 Poydras St., Suite 4250 New Orleans, LA 70139 Phone: 504-525-8100	Kenneth D St Pe <b>Law Firm of Kenneth D St Pe</b> 311 University Ave, Suite A Lafayette, LA 70506 Phone: 337-534-4043
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If you have questions, you may contact these lawyers. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

You will not be charged because these lawyers will apply to the Court for payment of their fees, costs and expenses for their work on behalf of the entire class from the settlement fund (*see* “How Will The Lawyers Be Paid,” below). If you want to be represented by your own lawyer in this case, you may hire one at your own expense. If you have hired a lawyer to represent you for claims in this litigation, please contact your lawyer for further information.

#### 16. How will the lawyers be paid?

The settlement amount will be reduced by Court-approved deductions to (a) pay for lawyers' fees, costs and expenses that are approved by the Court, as well as any incentive payments to class representatives, and (b) pay for costs and expenses to administer the Settlement. After the Court grants "final approval" of these settlements (*see* "The Court's Fairness Hearing," below) and any appeals are resolved, Class Counsel will ask the Court for payment of attorneys' fees (not to exceed 33<sup>1</sup>/<sub>3</sub>% of the settlement amount), plus costs and expenses, to be paid from the settlement funds.

## **THE COURT'S FAIRNESS HEARING**

### **17. When and where will the Court consider whether to approve these Settlements?**

The Court has scheduled a hearing for July 9, 2021, at 9:30 a.m., at the U.S. District Court for the Western District of Louisiana, Lafayette Division, John M. Shaw United States Courthouse, 800 Lafayette St., LA 70501. At this hearing, the Court will consider: (1) any properly submitted objections to the Settlement, (2) whether the Settlement is fair, reasonable, and adequate, (3) whether to grant final approval of Settlement, and (4) the amount of attorneys' fees and costs to be awarded to class counsel, and (5) the application of class representatives for incentive payments.

The Fairness Hearing may be moved to a different time or date without additional notice, so it is a good idea to check the website for updated information.

### **18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. You may also pay your own lawyer to attend the Fairness Hearing, but your lawyer's attendance is not necessary.

### **19. May I speak at the hearing?**

To ask the Court for permission to speak at the Fairness Hearing, follow the procedures for objecting to the Settlement in Question 14. You cannot speak at the hearing if you exclude yourself from the Settlement.

## **IF YOU DO NOTHING**

### **20. What happens if I do nothing?**

If you do nothing, you will be deemed to be a member of this class action and will receive payment in accordance with the Special Master's allocation. Unless you exclude yourself from the

Settlement, you will not be able to sue or continue to sue Progressive for the Released Claims.

## **GETTING MORE INFORMATION**

### **21. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of each Settlement Agreement at the website. If you still have questions you may: (1) visit the website [www.SladeTotalLoss.com](http://www.SladeTotalLoss.com); or (2) write to: Slade v. Progressive Security, c/o Administrator, 1650 Arch St., Ste. 2210, Philadelphia, PA 19103.

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

In the United States District Court for the Western District of Louisiana Lafayette Division  
*Slade v. Progressive Security Insurance Co., Case No: 6:11-cv-2164*

*A Federal Court authorized this notice. This is not a solicitation from  
a lawyer.*

**You could get money from a class action settlement totaling \$40 Million if you received payment for a motor vehicle total loss in the State of Louisiana, under the terms of a collision automobile insurance policy with Progressive Security Insurance Company from July 1, 2010 to June 24, 2019.**

**WHO IS INCLUDED?**

The Class generally includes all insureds of Progressive Security in the state of Louisiana who made a claim for first party vehicle damage and whose vehicle was declared a total loss between July 1, 2010 and June 24, 2019. If you fit within this group, you are a Class Member who will be legally bound by all determinations made by the Court concerning the Class unless you request to be excluded from the settlement. If you are not sure whether you are included in the Class, you may contact counsel for the Class or consult with an attorney, at your own expense.

**WHAT CAN I GET?**

The \$40 million settlement will provide payments to Class Members. The amount of compensation paid for each claim will be determined by the Special Master and/or Claims Administrator (appointed by the Court to verify and approve such claims) using the Mitchell Work Center Total Loss (WCTL) vehicle valuation forms maintained by Progressive for each class member's total loss claim.

**DO I HAVE TO SUBMIT A CLAIM?**

No. Payments in the amounts determined by the Special Master will be mailed directly to class members. You do not have to submit any documentation or fill out any forms. A check will be mailed to you, along with an explanation of the Special Master's allocation to you. At that point, you can either accept the check (by cashing or depositing it) or present an objection to the Special Master. Instructions regarding how to object to your individual allocation will be included with the check.

**YOUR OTHER OPTIONS**

If you wish to be excluded from the Settlement class, you must mail a signed, written request for exclusion postmarked by **May 31, 2021**. If you do not exclude yourself from the Settlement class, you may object to the Settlement by submitting a written objection by **May 31, 2021**. For specific information on how to submit a written exclusion request or objection, and the requirements for each, please visit [www.SladeTotalLoss.com](http://www.SladeTotalLoss.com).

**THE COURT'S FAIRNESS HEARING**

The Court has scheduled a hearing for **July 9, 2021** to consider: (1) any properly submitted objections to the Settlement, (2) whether the Settlement is fair, reasonable, and adequate, (3) whether to grant final approval of Settlement, (4) the amount of attorneys' fees and costs to be awarded to class counsel, (5) whether to grant an incentive payment to class representatives. The Fairness Hearing may be moved to a different time or date without additional notice, so it is a good idea to check [www.SladeTotalLoss.com](http://www.SladeTotalLoss.com) for updated information.

**FOR ADDITIONAL INFORMATION ABOUT THE SETTLEMENT**

**THIS IS ONLY A SUMMARY.** This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of each Settlement Agreement at the website. If you still have questions you may: (1) visit the website [www.SladeTotalLoss.com](http://www.SladeTotalLoss.com); or (2) write to: Slade v. Progressive Security, c/o Administrator, 1650 Arch St., Ste. 2210, Philadelphia, PA 19103.