

**IN THE CIRCUIT COURT OF THE  
FOURTEENTH JUDICIAL CIRCUIT IN  
AND FOR BAY COUNTY, FLORIDA**

CASE NO.: 24-000584CA

TERESA FRECHOU, on behalf of herself )  
and all others similarly situated, )

Plaintiff, )

v. )

PROGRESSIVE DIRECT INSURANCE )  
COMPANY, )

Defendant. )  
\_\_\_\_\_ )

**CLASS ACTION**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Plaintiff Teresa Frechou (“Plaintiff” or “Class Representative”), on behalf of herself and the Settlement Class, and Defendant Progressive Direct Insurance Company (“Defendant”). Plaintiff and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Plaintiff filed a Class Action Complaint, followed by a First Amended Class Action Complaint (collectively, the “Action”) on behalf of herself and a putative class in the lawsuit styled *Teresa Frechou v. Progressive Direct Insurance Company*, in the Circuit Court of the Fourteenth Judicial Circuit in and for Bay County, Florida, No. 24-000584CA, which asserts claims under the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. §§ 559.55, *et seq.*;

WHEREAS, Plaintiff alleges that she and members of the class were sent electronic mail communications between 9:00 p.m. and 8:00 a.m. in violation of the FCCPA’s time restrictions, which allegedly caused harm (the “Allegations”);

WHEREAS, Plaintiff alleges that, as a result of the Allegations, she and other similarly situated individuals are entitled to declaratory and injunctive relief, statutory damages, attorneys’ fees, and costs;

WHEREAS, Plaintiff served discovery requests on Defendant, Defendant served objections and responses to Plaintiff’s requests, the Parties met and conferred to resolve disputes over Defendant’s objections and responses;

WHEREAS, the Parties engaged in numerous arm’s-length negotiations regarding a potential resolution of the Action and ultimately reached an agreement in principle to resolve the

Action with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint her as Class Representative and her lawyers—Christopher Gold of Gold Law, PA and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC—as Class Counsel in this case;

WHEREAS, based on their investigation and discovery taken in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of the proposed Settlement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Class;

WHEREAS, Plaintiff, on behalf of herself and as the representative of the Settlement Class, and Defendant desire to resolve the dispute between them;

WHEREAS, Plaintiff, on behalf of herself and as the representative of the Settlement Class, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Class. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, has taken into account the uncertainty and risks inherent in this Action, and has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised,

and/or dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that the proposed Settlement is fair, reasonable, and adequate.

## **I. DEFINITIONS**

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. “Administrator” means Kroll Settlement Administration or another agreed-upon entity which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administering this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “Agreement” means this Settlement Agreement and Release and all attachments and exhibits hereto.

C. “Attorneys’ Fees and Expenses” means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for all attorneys’ fees, costs, and adequately supported expenses of any kind (including, but not

limited to, travel, filing fees, court reporter, and videographer expenses, expert fees and costs, and document review and production costs) incurred by Plaintiff or Class Counsel in connection with the Action.

D. “Claim” means a written request for a Claim Settlement Payment submitted by a Settlement Class Member to the Administrator.

E. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be submitted electronically, which shall occur no later than fifteen (15) days after the Final Approval Hearing. All Claims submitted on or before the Claim Deadline shall be timely, and all Claims submitted after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

F. “Claim Form” means the form attached as **Exhibit 1** to this Agreement and/or as ultimately approved by the Court.

G. “Claim Settlement Check” means the electronic payment containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

H. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the Administrator, and who qualify for such relief under this Agreement.

I. “Class Counsel” means: Christopher Gold of Gold Law, PA and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC.

J. “Class Notice” means the program of notice described in this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

K. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as approximately ninety (90) days prior to the Final Approval Hearing.

L. “Class Period” means the time period from July 2, 2022, through May 16, 2025.

M. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

N. “Counsel for Defendant” means: Zachary S. Foster and Julia M. Wischmeier of Quarles & Brady LLP.

O. “Court” means the Fourteenth Judicial Circuit in and for Bay County, Florida.

P. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

Q. “Effective Date” means the later of the following: (i) day which the Court enters the Final Approval Order if there are no objectors with standing to commence an appeal; (ii) the expiration of the time period for any appeal by any objector with standing to commence an appeal; or (iii) thirty (30) days after the conclusion of any appeal of the Final Approval Order.

R. “Email Notice” means the individual notice that will be emailed by the Administrator to Settlement Class Members, in substantially the form attached as Exhibit 4 to this Agreement.

S. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

T. “Final,” or “Finally Approved,” or “Final Approval” of this Agreement shall mean the Effective Date of the Final Approval Order.

U. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 2**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for Attorneys’ Fees and Expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

V. “Florida Debt Collection Email” means any billing-related email (e.g., billing installment, billing reminder, billing lapse), cancel-related email (e.g., cancel warning, cancel collection notice, cancel collection reminder), or similar email relating to a Florida insurance policy covering property used primarily for personal, family, or household purposes.

W. “Long-Form Notice” means the Notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 3** to this Agreement.

X. “Net Settlement Fund” means the total amount Defendant has agreed to make available to satisfy Claim Settlement Payments to Settlement Class Members, less Attorneys’ Fees and Expenses of Class Counsel, Notice and Administrative Costs of this settlement, and Service Award.

Y. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendant for disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining email addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing Settlement Payments.

Z. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than thirty (30) days before the Final Approval Hearing.

AA. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than thirty (30) days before the Final Approval Hearing.



BB. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 5**, without material change.

CC. “Progressive” means Progressive Direct Insurance Company, its parent, subsidiary, and any affiliate companies.

DD. “Released Claims” means any and all claims, actions, causes of action, rights, suits, counterclaims, requests for relief or remedies, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted against the Released Parties (defined below) in the Complaint, First Amended Complaint, or in the Action, that arise from the Allegations, including but not limited to, all claims under the FCCPA, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, any related state or federal analogue, or under common law concerning any Florida Debt Collection Email (defined above) sent to any Settlement Class Member between the hours of 9 p.m. and 8 a.m. in the Settlement Class Member’s local time zone where such Florida Debt Collection Email was received between July 2, 2022, and May 16, 2025.

EE. “Released Parties” means Defendant (Progressive Direct Insurance Company) and each of its parent, subsidiary, and affiliate companies and each of their respective agents, employees, predecessors, successors, co-venturers, divisions, joint ventures and assigns, as well

as each of those entities' or persons' past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns, and anyone acting on behalf of the foregoing.

FF. "Request for Exclusion" means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

GG. "Service Award" means any approved payments to the Class Representative.

HH. "Settlement" means the settlement set forth in this Agreement.

II. "Settlement Class" means all members of the class of persons in this Action that will be certified by the Court for settlement purposes as follows:

All Florida residents who, between July 2, 2022, and May 16, 2025, received a Florida Debt Collection Email from Progressive between the hours of 9 p.m. and 8 a.m. local time to the individual's residential address.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Class Counsel, their employees, and their immediate family.

JJ. "Settlement Class Claimant" means any Settlement Class Member who submits a Claim in accordance with this Agreement.

KK. "Settlement Class Data" means data relating to persons who, according to Defendant's records, may be Settlement Class Members, including customer name, email address,

policy number, and mailing address. The Settlement Class Data shall be treated as Confidential Information.

LL. “Settlement Class Member(s)” means any member of the Settlement Class.

MM. “Settlement Class Claim List” means the list of all Settlement Class Members who filed a Claim; whether the Claim was rejected or accepted, and, if rejected, the reason it was rejected; the email address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

NN. “Settlement Fund” means the total maximum amount that Defendant has agreed to make available, as described in **Section II B.1**, to cover the Claim Settlement Payments, Notice and Administrative Costs, Attorneys’ Fees and Expenses, and the Service Award.

OO. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

## **II. SETTLEMENT TERMS**

### **A. Certification of Settlement Class and Conditional Nature of Agreement**

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant’s conditional agreement is contingent on (i) the Parties’ execution of this Agreement, (ii) the Court’s entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable state law or rule of civil procedure or evidence.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Defendant retains and reserves all of these rights and agree not to take a position to the contrary.

**B. Settlement Class Relief**

In consideration for the Releases set forth in this Agreement, Defendant shall provide the following relief:

1. Defendant shall pay \$500,000.00 into a non-reversionary Settlement Fund for payment of approved Claims submitted by Settlement Class Members, Notice and Administrative Costs, Attorneys' Fees and Expenses, and the Service Award.
2. Settlement Class Members must submit a timely, valid, and verified Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from the Settlement Fund.
3. Each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator from the Net

Settlement Fund on a *pro rata* and *per capita* basis not to exceed \$1,000 per claimant.

4. Within sixty (60) days after the Effective Date, the Administrator shall send, electronically via email, a Claim Settlement Check to each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form. The Claim Settlement Check will be valid for one hundred and eighty (180) days from the date of issuance. Absent good cause, Claim Settlement Checks will not be reissued after initial issuance.
5. Within 180 days of the final distribution of all other payments from the Settlement Fund, any unclaimed funds remaining in the Settlement Fund after payment of all approved Claims, Notice and Administrative Costs, Attorneys' Fees and Expenses, and the Service Award shall be distributed as a *cy pres* award to Legal Services of North Florida, a not-for-profit organization dedicated to serving low-income individuals and families in sixteen counties across the central and western panhandle.
6. Except as provided in this Section and any Service Award that the Court awards to Plaintiff, Defendant shall have no obligation to make any other or further payments to Plaintiff or to any Settlement Class Member.

**C. Settlement Approval**

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, in substantially the form attached hereto as **Exhibit 5**, without material change.

**D. Service Award and Attorneys' Fees and Expenses**

**1. Service Award**

Class Counsel will request, and Defendant will not oppose, a Service Award not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for Plaintiff, to be paid from the Settlement Fund. If the Court awards the Service Award, the Administrator will deliver to Class Counsel a check made payable to Plaintiff within twenty (20) days of the later of the Effective Date, or receipt by the Administrator of Plaintiff's current Form W-9 and, if not already provided, Class Counsel's Form W-9.

**2. Attorneys' Fees and Expenses**

Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees and Expenses not to exceed One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) to be paid from the Settlement Fund, which represents 33% of the Settlement Fund. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. All Attorneys' Fees and Expenses shall be paid to Class Counsel by the Administrator within twenty (20) days of the later of the Effective Date, or receipt by the Administrator of Class Counsel's Form W-9.

**III. CLAIMS ADMINISTRATION**

**A. Administrator**

The Parties agree to retain Kroll Settlement Administration or another agreed-upon entity as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the

Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties mutually agree is appropriate.

The Parties will coordinate with the Administrator to provide Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

All Notice and Administrative Costs shall be paid by Defendant from the Settlement Fund, which shall not exceed \$82,445.00, absent express agreement by the parties. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator.

## **B. Notice**

### **1. Notice to the Settlement Class**

Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following

distribution of the Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and Defendant may agree upon in writing.

## **2. Settlement Class Data**

Within forty-five (45) days after entry of the Preliminary Approval Order, Defendant—if it has not already done so—will provide to the Administrator the Settlement Class Data in electronic format, including customer name, email address, policy number, and mailing address for the unique customer email addresses that received a Florida Debt Collection Email. Using the Settlement Class Data, the Administrator will determine the email associated with each of the Settlement Class Members.

## **3. Notice**

The Administrator shall send an Email Notice to Settlement Class Members in substantially the same form as Exhibit 4 attached hereto. For each Settlement Class Member, the Administrator, by the Class Notice Date, shall send one copy of the Email Notice.

## **4. Long-Form Notice**

Email Notice will contain the address for the Settlement Website, [www.electroniccommssettlement.com](http://www.electroniccommssettlement.com) or similar URL. On the website, Settlement Class Members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the Email Notice. The Long-Form Notice will be sent via email to all Settlement Class Members who contact the Administrator by telephone or email and request a copy.

## **5. Settlement Website**

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) enables Settlement Class Members to access and submit the Claim Form, (ii) provides contact information for Class Counsel, and (iii) provides access to



relevant documents concerning the Action. Such documents shall include this Agreement; Class Notice (both the Short- and Long-Form Notice); the Preliminary Approval Motion; the Preliminary Approval Order; the First Amended Complaint, and, when filed, the Final Approval Order. The Class Notice shall include the address (URL) of [www.electroniccommssettlement.com](http://www.electroniccommssettlement.com) or similar URL for the Settlement Website. The Administrator shall maintain the Settlement Website until at least ninety (90) days following the distribution of the Settlement Fund to the Settlement Class Claimants.

## **6. IVR**

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

## **C. Claim Filing, Review, and Approval Process**

### **1. Claim Form**

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Claimant's name, current mailing address, current telephone number, and current email address (if any); (b) Settlement Class Claimant's email address that received a Florida Debt Collection Email from Defendant; (c) an affirmation that the Settlement Class Claimant received at least one covered Florida Debt Collection Email from Defendant within the Class Period.

### **2. Claim Filing Process**

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim on the Settlement Website on a date no later than the Claim

Deadline or by mailing the Claim Form to the Administrator post marked no later than the Claim Deadline. Any Settlement Class Member who does not submit an accurate and fully completed Claim Form by the Claim Deadline shall be deemed to have waived any Claim and any such Claim will be rejected. Only one Claim Form may be submitted per email address that was sent a Florida Debt Collection Email by Defendant, regardless of how many Florida Debt Collection Emails were received by the Settlement Class Member.

### **3. Invalid Claims**

Any Settlement Class Member who fails to submit a timely, accurate, and fully completed and correct, valid Claim Form shall not be entitled to receive a Settlement Claim Payment, but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims.

### **4. Claim Review Process**

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; and that the Settlement Class Claimant is a member of the Settlement Class. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in the Claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims.

## **D. Opt-Out Rights**

### **1. Opt-Out Requirements**

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to the Administrator, at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify email address that was sent a Florida Debt Collection Email by Progressive; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: “I hereby request that I be excluded from the proposed Settlement Class.”

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments, including the Final Approval Order.

A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

### **2. Valid Opt-Outs Not Bound**

Any Settlement Class Member who submits a valid and timely Request for Exclusion (i.e., opts out) shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

### **3. List of Requests for Exclusion**

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

### **4. All Settlement Class Members Bound by Settlement**

Except for those Settlement Class Members who submit a valid and timely Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

## **E. Objections**

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

### **1. Process**

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to the Administrator, Class Counsel and Counsel for Defendant, no later than the Objection Deadline.

### **2. Requirements**

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must include:

- a. the name of the Action;
- b. the objector's full name, mailing address, email, and telephone number;

- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. the email address where the objector received a Florida Debt Collection Email from Defendant;
- l. copies of any papers, exhibits, or other evidence that the objector will present to the Court in connection with the Final Approval Hearing;
- m. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- n. the objector’s wet-ink/physical signature (an e-signature or attorney’s signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

### **3. Appearance**

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection that states an intention to appear in accordance with this Section may appear, in

person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable.

Any Settlement Class Member who does state an intention to appear in their written objection in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

**4. Discovery From Settlement Class Members Who Object to The Settlement**

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

**F. Funding & Distribution of the Settlement Fund and Claim Settlement Payment**

**1. Settlement Fund**

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Class.

**2. Funding**

Defendant shall make payments into the Settlement Fund as follows: (i) within fourteen (14) days of the later of entry of the Preliminary Approval Order or receipt by Defendant's counsel of the Administrator's W-9, Defendant shall pay \$70,000 for the primary purpose of funding the Notice and Administrative Costs; and (ii) within ten (10) days after the Effective Date, Defendant shall fund the remainder of the Settlement Fund.

### **3. Distribution**

The Administrator shall pay any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms within sixty (60) days after the Effective Date.

#### **G. Non-Approval of Agreement**

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.

#### **H. Termination of Agreement**

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court, within one-hundred eighty (180) days after the motion for preliminary approval is filed, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court, within three-hundred sixty (360) days after granting Preliminary Approval in accordance with the terms of the Preliminary Approval Order, fails or declines to grant Final Approval in accordance with the terms of the Final Approval



Order; (3) an appellate court vacates or reverses the Final Approval Order; (4) the Effective Date does not occur for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs. Defendant shall have the sole right and discretion to terminate this Agreement if more than 100 Class Members opt out of the Settlement.

#### **I. Retention of Records**

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

### **IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION**

#### **A. Exclusive Remedy: Permanent Injunction**

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) who have not opted out; (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

**B. Dismissal of Claims**

The Parties agree that upon the Effective Date, the Action shall be dismissed with prejudice in accordance with the Final Approval Order and judgment shall be entered.

**C. Continuing Jurisdiction of Court**

The Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations

**V. RELEASES**

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims.

The Class Representative, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class

members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

## **VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES**

Plaintiff and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiff represents and warrants that: (a) she is the sole and exclusive owner of her own Released Claims; (b) she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) she will not assign or otherwise transfer any interest in any of the Released Claims; and (d) she has no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

Class Counsel represent and warrant that: (a) they know of no other persons with claims against Defendant who are not included in the Settlement Class and whose claims will not be released upon the Effective Date of this Agreement; (b) they will keep confidential and not publicly disclose, disseminate, or use any of the information in the Settlement Class Data; and (c) they will not advertise for or solicit individuals to bring any additional lawsuits or claims against Released Parties.

## **VII. MISCELLANEOUS PROVISIONS**

### **A. Receipt of Advice of Counsel**

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

### **B. Cooperation to Facilitate this Settlement**

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

### **C. Representation by Counsel**

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

### **D. No Admission of Liability**

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of herself or the

Settlement Class, against Defendant. Defendant expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

**E. Contractual Agreement**

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

**F. Change of Time Periods**

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

**G. Integration**

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements,

representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

#### **H. Drafting**

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of contra proferentem. This Agreement is a collaborative effort of the Parties and their respective attorneys.

#### **I. Costs**

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

#### **J. Modification or Amendment**

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by Class Counsel and Counsel for Defendant.

#### **K. No Waiver**

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

#### **L. Severability**

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall

be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

**M. No Violation of Law or Agreement**

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

**N. Successors**

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

**O. Choice of Law**

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, without reference to its conflict of law provisions. The adequacy of the settlement, any determination regarding Class Counsel's fees and expenses, and any Service Award shall be governed by Florida law.

**P. Fair and Reasonable**

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arm's-length negotiations.

**Q. Headings**

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

**R. Exhibits**

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

**S. Counterparts**

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

**T. Facsimile and Electronic Mail**

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

**U. Warranty of Signature**

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing, and that this Agreement is binding on the principal represented by that signatory.

**V. No Assignment**

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted



against any Party. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

**W. Confidentiality: Communications to Media and Public**

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendant. The Parties further agree that before the entry of Final Approval of the Settlement, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed on by all Parties, no information will be provided in response to such inquiries.

For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate or enforce this Agreement or from making any disclosures required by law.

[ REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Teresa Frechou  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher Gold, Esq.  
Counsel for Plaintiff and the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mariya Weekes, Esq.  
Counsel for Plaintiff and the Settlement Class

Dated: June 16, 2025

**Gregory F.  
Mischlich**

 Digitally signed by Gregory F. Mischlich  
Date: 2025.06.16 07:44:27 -05'00'

Progressive Direct Insurance Company

Name: Gregory F. Mischlich

Title: Assistant Secretary

Dated: June 16, 2025

By: \_\_\_\_\_  
Zachary S. Foster, Esq.  
Counsel for Defendant