

Pennsylvania drivers with Comprehensive Insurance Coverage through Progressive Specialty Insurance Company at any time from November 19, 2005, to December 31, 2018, may be affected by a class action lawsuit.

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

- A settlement has been reached in a class action lawsuit claiming that Progressive Specialty Insurance Company (“Progressive”) failed to give policyholders with personal automobile policies an antitheft device discount required by Pennsylvania law on comprehensive insurance policies when the insured vehicle has a “passive antitheft device” installed as standard original equipment. The required discount is 10% of the premium for just the comprehensive portion of the coverage.
- The lawsuit alleges that when passive antitheft devices are installed as standard original equipment, Progressive either knew or should have known which policies were or are eligible to receive a 10% discount on the comprehensive portion of the coverage, and that Progressive has to apply the discount automatically based on third-party data. Progressive says that it has done nothing wrong and that it does not know which vehicles have passive antitheft devices that are eligible for the discount unless the policyholder informs Progressive. Further, Progressive alleges that it asks every person applying for coverage if he or she has a vehicle with a passive antitheft device and if the person answers “yes,” then the person gets the discount without having to supply Progressive with further proof.
- The plaintiff and Progressive wish to avoid the costs of additional litigation and have entered into a settlement agreement. The settlement class includes all persons who, at any time from November 19, 2005, through December 31, 2018, had a policy of personal automobile insurance issued in Pennsylvania by Progressive Specialty Insurance Company that included comprehensive insurance coverage, and did not receive at least a ten-percent antitheft device discount on the comprehensive portion of the paid premium, and who insured a make, model and year vehicle that has as standard equipment a Pass-Key or PassLock system, SecuriLock/PATS system, Sentry Key Immobilizer System, Nissan Vehicle Immobilizer System, or Mercedes Immobilizer system as identified on the “Chart of Qualifying Vehicles.” The Chart of Qualifying Vehicles (called “Qualifying Vehicles”) is shown on the Chart attached to this Notice. If you insured one of these vehicles in Pennsylvania with Progressive during the class period, you may be a Class Member.
- If you are a Class Member, you will be legally bound by the settlement unless you choose to exclude yourself from the Class. If you do not want to be legally bound by the settlement, you must exclude yourself by September 27, 2019. If you exclude yourself, you cannot get any money or benefits from this lawsuit, and you will not be bound by any orders or judgments in this case. If you are a current Progressive policyholder, and do not exclude yourself, and stay in the Class, and the Court approves the proposed settlement agreement, you will receive a credit or payment from the net settlement fund and release claims that were or could have been made against Progressive with regard to this discount. If you are a former Progressive policyholder, you must submit an address verification form to receive payment from the net settlement fund. If you stay in the settlement, you may object to it, or to class counsel’s request for attorneys’ fees of up to one-third of the \$2,000,000 Gross Settlement Amount, reimbursement of expenses and incentive award of \$5,000 for the named plaintiff. You may view the proposed settlement on the settlement website: www.progressivesettlement.com. More information, including the Detailed Notice, is available via the website and toll-free number listed below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
Do NOTHING (CURRENT PROGRESSIVE POLICYHOLDERS)	<p>Stay in this lawsuit and the Class. Share in possible benefits of the settlement. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or other benefits that may come from the settlement. But you give up any rights to sue on your own about the same legal claims in this lawsuit.</p>
Do NOTHING (FORMER PROGRESSIVE POLICYHOLDERS)	<p>Stay in this lawsuit and the Class. Get no individual financial benefits from the settlement. Give up certain rights.</p> <p>If you are a former Progressive policyholder who receives an Address Verification Form, the settlement will still apply to you if you do not return the form and are a Class Member but will get you no money or other benefits. You will give up any rights to sue on your own about the same legal claims in this lawsuit.</p>
SUBMIT AN ADDRESS VERIFICATION FORM (FORMER PROGRESSIVE POLICYHOLDERS)	<p>Stay in this lawsuit and the Class. Get individual financial benefits from the settlement. Give up certain rights.</p> <p>If you are a former Progressive policyholder who receives an Address Verification Form, you must return the form to be eligible for a payment. You will be paid in the form of a check if you verify your correct mailing address. You may also obtain an Address Verification Form from the website listed below.</p>
OBJECT OR COMMENT	Write to the Court about why you do, or do not, like the settlement.
GO TO A FINAL APPROVAL HEARING	Ask to speak in Court about the settlement.
ASK TO BE EXCLUDED	<p>Get out of this lawsuit and out of the Class. Get no benefits from it. Keep the right to file your own lawsuit.</p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue on your own about the same legal claims in this lawsuit.</p>

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

QUESTIONS? CALL 1-888-222-8952 OR VISIT WWW.PROGRESSIVESETTLEMENT.COM
 SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

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BASIC INFORMATION

1. Why was this notice issued?

The Parties wish to settle this case as a class action lawsuit. The Court has granted preliminary approval of the settlement and directed the parties to provide Class Members with notice of the settlement. The settlement may affect you if you had personal automobile comprehensive vehicle insurance issued by Progressive in Pennsylvania anytime from November 19, 2005, through December 31, 2018, and did not receive a 10% discount on the comprehensive portion of your coverage as required by state law for a passive antitheft device installed on your vehicle(s) as standard factory equipment. If this describes you, you may have legal rights and options before the Court decides whether to approve the settlement of claims being made on your behalf in the class action. This notice explains all of these things.

Judge Timothy J. Savage of the United States District Court for the Eastern District of Pennsylvania is currently overseeing this case. The case is known as *Boyle v. Progressive Specialty Insurance Company*, Civil Action No. 09-5515-TJS in the United States District Court for the Eastern District of Pennsylvania. The man who sued is called the “Class Representative” or the “Plaintiff.” Progressive Specialty Insurance Company is called the “Defendant.”

2. What is a class action?

In a class action, one or more people called Class Representatives (in this case James Boyle, Sr.) sue on behalf of people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit could move forward as a class action under Federal Rule of Civil Procedure 23, which governs class actions in federal court. The Court found that:

- The people affected share common characteristics, so they will be able to identify themselves as Class Members;
- It would not be practical to bring each individual member of the Class before the Court;
- There is at least one question of law or fact common to all Class Members;
- The legal claims of the Class Representative are typical of the claims of the Class Members because he bought a comprehensive insurance policy in Pennsylvania from Progressive for a vehicle that had a passive antitheft device installed as standard factory equipment and did not receive the 10% discount required by state law on the comprehensive portion of the coverage;
- The Class Representative and his lawyers will fairly and adequately represent all of the Class Members; and
- A class action would be a fair, efficient and superior way to resolve this lawsuit.

More information about why the Court is allowing this lawsuit to be a class action is in the Memorandum Opinion Granting Class Certification, which can be viewed at www.progressivesettlement.com.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

In this lawsuit, Plaintiff says that he did not receive the statutorily mandated ten percent discount on the portion of the premium for comprehensive coverage for the period from November 19, 2005, forward. The lawsuit alleges that Progressive violated the passive antitheft device discount provision of Pennsylvania's Motor Vehicle Financial Responsibility Law ("MVFRL"), 75 Pa. C.S. § 1799.1. It also contends that Progressive breached the implied terms of its insurance contracts when it failed to give the antitheft device discount as promised in its rate filings with the Pennsylvania Insurance Commissioner.

You may read the Plaintiff's Amended Class Action Complaint, which can be viewed at www.progressivesettlement.com.

5. How does Progressive answer?

Progressive denies the claims and allegations in the lawsuit. Progressive says that it has done nothing wrong and that it does not know which vehicles have passive antitheft devices that are eligible for the discount unless the policyholder informs Progressive. Progressive says that it asks every person applying for coverage if he or she has a vehicle with a passive antitheft device and if the person answers "yes," then the person gets the discount on the portion of the premium for comprehensive coverage without having to supply Progressive with further proof. Progressive's Answer to the Amended Class Action Complaint can be viewed at www.progressivesettlement.com.

6. Has the Court decided who is right?

Yes. The trial court decided on March 29, 2012, in its Memorandum Opinion granting summary judgment that Plaintiff is right that Progressive could determine without input from third-party data which vehicles have factory installed passive antitheft devices as standard equipment and decided that certain engine immobilizer systems qualify under the Pennsylvania statute for the required discount. The Court also ruled that car alarms do not qualify for the required discount. The Court's Memorandum Opinion can be found at the www.progressivesettlement.com case website. Progressive disagrees with the trial court's summary judgment ruling and, if the case were litigated further, would take an appeal to the United States Court of Appeals for the Third Circuit when permitted by court rules.

7. What is the Plaintiff asking for?

Plaintiff wants (1) reimbursement to all class members of the 10% discount he says they should have received on the premium for the comprehensive portion of their coverage for passive antitheft devices installed on their insured vehicles as standard equipment; (2) for Progressive to automatically apply a 10% discount on comprehensive vehicle coverage in the future when according to third-party data, the vehicle has a passive antitheft device installed as standard factory equipment as required by the statute; and (3) reasonable attorneys' fees, costs, and expenses.

8. Is there any money available now?

No money or benefits are being distributed presently because the Court has not yet finally approved the settlement. However, upon final approval of the settlement, class members who remain in the class will receive a monetary award or a credit against their Progressive policy premiums.

WHO IS IN THE CLASS

9. How do I know if I am part of this?

The settlement class includes all persons who, at some time between November 19, 2005, and December 31, 2018, had a policy of personal automobile insurance issued in Pennsylvania by Progressive Specialty Insurance Company that included comprehensive insurance coverage, and did not receive at least a ten-percent antitheft device discount on the comprehensive portion of the paid premium, and who insured a make, model and year vehicle that has as standard equipment a Pass-Key or PassLock system, SecuriLock/PATS system, Sentry Key Immobilizer System, Nissan Vehicle Immobilizer System, or Mercedes Immobilizer system, as identified on the Chart of Qualifying Vehicles.

10. How can I find out which vehicles are a Qualifying Vehicle?

The Chart of Qualifying Vehicles is shown as an attachment to this notice and is listed at the www.progressivesettlement.com website.

11. What if I received a postcard or an email notice about this class action lawsuit?

Postcard or Email Notices are being mailed to people who are known to have insured a Qualifying Vehicle in the state of Pennsylvania with Progressive at some time between November 19, 2005, and December 31, 2018, and therefore likely included in the Class per the Chart of Qualifying Vehicles.

12. Are businesses and other entities included in the Class?

No. The Class includes only personal auto policyholders and does not include commercial vehicle insurance provided to business and other entities.

13. What if my insurance is linked to an address outside of Pennsylvania?

The Class includes only people who have or had comprehensive vehicle insurance regulated by the state of Pennsylvania. If your address printed on your insurance policy documents is not a Pennsylvania mailing address, that policy probably does not qualify you for membership in the Class.

14. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the website, call toll free 1-888-222-8952 or write to Settlement Administrator, Boyle v. Progressive Class Settlement, P.O. Box 1327, Blue Bell, PA 19422, for more information.

YOUR RIGHTS AND OPTIONS

If you are a Class Member, you have to decide whether to stay in the Class or whether to exclude yourself before final approval of the settlement, and you have to decide this no later than **September 27, 2019**.

15. What happens if I do nothing at all?

Because the Court has granted preliminary approval of the settlement, this Notice explains how to ask for a share or what your other options are at this time. Important information about the case may be posted on the website, www.progressivesettlement.com, as it becomes available. You can access the website, whether you stay in the lawsuit or exclude yourself, to obtain current information about this case.

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By doing nothing, you are staying in the Class. If the Court grants final approval of the settlement, current Progressive policyholders may be eligible to receive a share of the Net Settlement Fund as a credit to their current policy or as a check. Former policyholders who return an Address Verification Form may also be eligible to receive a share of the Net Settlement Fund in the form of a check. If they do nothing they will still be in the Class, but will not receive a check or any other benefit. If you stay in the Class, you will be legally bound by all of the decisions that the Court makes and by the release of claims in the settlement. If the Court grants final approval of the settlement, you will not be able to sue, or continue to sue, Progressive about the legal claims in this case ever again.

16. Excluding yourself from the Class.

To exclude yourself from the Class, you must send a signed statement that includes (1) your name; (2) address; and (3) telephone number, stating that you wish to exclude yourself from the case. Your request should be mailed to:

Boyle v. Progressive Class Settlement Exclusion Request
Civil Action No. 09-5515-TJS
Settlement Administrator
PO Box 1327
Blue Bell, PA 19422

Your written request must be received or postmarked by **September 27, 2019**. If your request is not postmarked by that date your right to opt out will be waived and you will be bound by all orders and judgments entered in connection with the settlement. You may only exclude yourself and may not be excluded as part of, or on behalf of, a group, class, or subclass, except that such exclusion requests may be submitted on behalf of an individual Class Member by that Class Member's Legally Authorized Representative. If the policy in question is a jointly-held policy, then all such joint policyholders of the policy shall be considered one Class Member. If any holder of a jointly-held policy makes a timely election to be excluded from the Class, all joint policyholders on that policy shall be deemed to be excluded from the Class.

17. What happens if I exclude myself?

If you exclude yourself from the Class and the Class gets money or benefits from the settlement, you will not be able to get any of that money. However, if you exclude yourself, you will not be legally bound by the Court's judgments. Your claims against Progressive will not be released. You will be able to sue, or continue to sue, Progressive on your own about the same legal claims that are involved in this case, now or in the future.

If you do pursue your own lawsuit after you exclude yourself, you'll have to hire and pay your own lawyer for that case, and you'll have to prove your claims, without the benefit of the work performed by the lawyers in this class action.

18. Objecting to the Settlement.

Anyone who remains in the Class and objects to the settlement, the settlement agreement, the application for attorneys' fees, or other matters to be considered at the Final Approval Hearing may appear and present such objections or to petition to intervene. In order to be permitted to do so, however, you must, on or before **September 27, 2019**:

File with the Court by mailing to the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106, a notice of your intention to object. Your notice must include the following information: (1) a heading that refers to this action by case name and case number; (2) a statement of the specific legal and factual basis for each objection; (3) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar identification number, address, and telephone

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number; (4) a description of any and all evidence you propose to offer at the Final Approval Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses, all exhibits intended to be introduced at the Final Approval Hearing, and documentary proof of your membership in the Class; and (5) a list of other cases in which you or counsel for you have appeared either as an objector or counsel for an objector in the last five years. If you have a lawyer file an objection for you, he or she must follow all the rules and you must list the attorneys' name, address, and telephone number in the written objection filed with the Court. All objections must be signed by the Class Member.

At the same time, you must serve copies of all such materials either by hand delivery or by first-class mail, postage pre-paid, upon the following counsel by **September 27, 2019**:

Ira Neil Richards, Esq.
SCHNADER HARRISON SEGAL & LEWIS LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103

Robert Feltoon, Esq.
CONRAD O'BRIEN PC
Centre Square West
1500 Market Street, Suite 3900
Philadelphia, PA 19102-2100

If you do not comply with the foregoing procedures and deadlines for submitted written petitions to intervene, objections, and/or appear at the Final Approval Hearing, you may lose substantial legal rights to contest the orders or judgments of the Court entered in connection with the settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court appointed Ira Neil Richards and Arleigh P. Helfer III of the law firm of Schnader Harrison Segal & Lewis LLP and Joseph C. Mariotti of the law firm of Caputo & Mariotti PC to represent you as "Class Counsel." More information about these law firms, their practices, and their lawyers' experience is available at their websites. These law firms are experienced in handling similar cases. You will not be charged for these lawyers. Complete contact information for these law firms can be found at www.progressivesettlement.com.

20. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

21. How will the lawyers be paid?

For the last ten years, Class Counsel have worked without compensation on this case. Accordingly, in connection with the Final Approval Hearing on the settlement, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third of the Gross Settlement Amount, plus expenses. If the Court grants final approval of the settlement, Class Counsel will request an attorneys' fee of one-third (1/3) of the Gross Settlement Amount and will request reimbursement of costs and expenses. You don't have to pay any of these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be deducted from the Gross Settlement Amount that Class Counsel obtained for the Class. In addition, subject to the approval of the Court, an incentive award of \$5,000 will be paid to Class Representative James Boyle, Sr.

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22. Will I get money or benefits?

Under the settlement, Progressive will make available a \$2 million Gross Settlement Amount. The Net Settlement Fund (after deduction of any attorneys' fees and expenses) will be distributed to eligible Class Members who remain in the Class.

If you are a current Progressive policyholder and do nothing, you will stay in the Class and be eligible to automatically receive a share of the Net Settlement Fund as a credit to your policy or a check if the Court grants final approval of the settlement.

If you are a prior Progressive policyholder, you must return an Address Verification Form in order to be eligible to receive a share of the Net Settlement Fund, which will be mailed to your address in the form of a check if the Court grants final approval of the settlement. The exact amount of each class member's payment cannot be calculated until the Court grants final approval of the settlement. In addition, each Class Member's payment will vary depending on the amount of anti-theft discount to which he or she was entitled under the settlement. If the Court grants final approval of the settlement, it is expected that the settlement credits or checks should issue by approximately the end of February 2020.

Under the settlement, Progressive also agreed that for a period of at least two years it will provide the anti-theft discount to all policyholders whose insured vehicle(s) is identified on the Chart of Qualifying Vehicles, including at renewal.

Important information about the case may be posted on the website, www.progressivesettlement.com, as it becomes available. You can access the website, whether you stay in the lawsuit or exclude yourself, to obtain current information about this case.

THE FINAL APPROVAL HEARING

A Final Approval Hearing will be held before the Honorable Timothy J. Savage on October 22, 2019 at the United States Courthouse, 601 Market Street, Philadelphia, PA 19106, in Courtroom 9A. The purpose of the hearing is for the Court to determine whether the settlement agreement should be finally approved as fair, reasonable, and adequate and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement agreement that have properly been presented, as set forth above.

The hearing may be postponed or changed to a different date, time, or location without notice.

You are not required to come to the Final Approval Hearing. Class Counsel will answer any questions the Court may have. If you, or an attorney you have hired at your own expense, wish to speak at the Final Approval Hearing, you must file with the Court a written notice of your intention to speak at the hearing. Be sure to include your name, address, telephone number, and your signature by **September 27, 2019**. You must also send a copy by first-class mail to Class Counsel and Progressive's Counsel at the addresses listed in Question 18 by the deadline.

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GETTING MORE INFORMATION

23. Are more details available?

This Notice is only a summary of the settlement agreement. The actual settlement agreement sets forth the complete terms of the settlement and may be reviewed on the website at www.progressivesettlement.com. In addition, you may visit the website at www.progressivesettlement.com, where you will find the Memorandum Opinion certifying the Class, Plaintiffs' Amended Class Action Complaint, Progressive's Answer and other documents. You may also call 1-888-222-8952 for more information, or write to Settlement Administrator, Boyle v. Progressive Class Settlement, P.O. Box 1327, Blue Bell, PA 19422. All of the court documents in this case are on file and available for review during regular office hours at the Clerk of Court, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106.

PLEASE DO NOT CALL THE COURT OR THE OFFICE OF THE CLERK

By order of the United States District Court for the Eastern District of Pennsylvania,

/s/ Timothy J. Savage

Hon. Timothy J. Savage, USDJ.

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