

CAUSE NO. D-1-GN-18-005132

BRIAN KOETTER, and ELYSSA	§	IN THE DISTRICT COURT
PARVEN, individually, and on behalf of	§	
themselves and for all other similarly	§	
situated,	§	
Plaintiffs,	§	TRAVIS COUNTY, TEXAS
	§	
V.	§	
	§	
PROGRESSIVE COUNTY MUTUAL	§	
INSURANCE COMPANY.	§	
Defendant.	§	419 th JUDICIAL DISTRICT

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is made and entered into as of this 26th day of August, 2026, by and between Brian Koetter and Elyssa Parven (hereinafter referred to as “Plaintiffs”), on behalf of themselves and as representatives of the Settlement Classes defined below, and Defendant Progressive County Mutual Insurance Company (hereinafter referred to as “Defendant” or “Progressive”).

Plaintiffs, the Settlement Classes, and Defendant are referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Plaintiffs allege in this Action that Progressive failed to timely handle medical bills submitted pursuant to Personal Injury Protection (“PIP”) coverage in accordance with the deadlines set forth in the Texas Prompt Payment of Claims Act (Tex. Ins. Code §§ 542.051–542.061) and the Texas Insurance Code § 1952.156, and failed to pay statutory remedies in connection therewith;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted in the Action concerning Progressive’s handling of PIP claims during the Settlement Class Period;

WHEREAS, counsel for the Parties have engaged in arm’s-length negotiations on the terms of this Agreement, and this Agreement embodies all of the terms and conditions of this Agreement;

WHEREAS, Class Counsel has conducted investigation and completed discovery relating to the claims brought against Defendant in the Action, has analyzed the legal issues in the Action, and has engaged in substantial motion practice and appeals briefing over the course of this Action. Class Counsel believes that this Settlement is fair, reasonable, adequate, and in the best

interests of the Settlement Classes and that this Settlement Agreement should be approved by the Court under Texas Rule of Civil Procedure 42;

WHEREAS, Defendant denies and continues to deny all material allegations in the Action, and maintains it complied at all times with the applicable automobile insurance policies, Texas law, and all applicable statutes. Still, without admitting liability or that the Action is suitable for class treatment, and without waiving any argument on liability or class certification, Defendant agrees to enter into this Agreement to avoid the costs, expenses, and uncertainties of continued litigation;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the Settlement Classes be settled and compromised, and dismissed on the merits with prejudice, subject to the terms and conditions set forth herein and further subject to Court approval:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

- a. “Action” means the above-captioned action, *Koetter, et al. v. Progressive County Mutual Insurance Company*, Cause No. D-1-GN-18-005132 (District Court of Travis County, Texas, 419th Judicial District).
- b. “Administrative Cost Cap” means Five Hundred Thousand Dollars (\$500,000.00), representing the maximum amount Progressive will pay for notice and claims administration costs, separate from and in addition to the Maximum Settlement Amount.
- c. “Allowed Amount” means the amount that Progressive determined was owed for a line item on a medical bill submitted to Progressive for payment pursuant to a Settlement Class Member’s PIP benefits.
- d. “Attorneys’ Fee Award” means the Court-determined award of attorneys’ fees, costs, and expenses to Class Counsel.
- e. “Approved Claim” means a Valid Claim that is either: (1) not challenged by Progressive; or (2) challenged by Progressive but where that challenge is overruled, as set forth in Section 10.
- f. “Bill Receive Date” or “Bill_Rcv_Dt” means the date on which Progressive received a medical bill submitted pursuant to PIP coverage, as reflected in Progressive’s records.
- g. “Claim Form” means the Court-approved electronic (online) claim form that a Settlement Class Member may submit to be considered for payment under this Settlement.

- h. “Claim Payment” means the payment issued to each Settlement Class Member who submits an Approved Claim, as set forth in Section 8.
- i. “Claims Submission Deadline” means the date by which Claim Forms must be electronically submitted to be considered timely. The Claims Submission Deadline, proposed to the Court, shall be no later than thirty (30) days after the Final Approval Hearing.
- j. “Class Counsel” means the law firms Stone Firm, PLLC and Colley Firm, P.C.
- k. “Class Period” or “Settlement Class Period” means August 30, 2016 through June 1, 2026.
- l. “Class Relief Cap” means Six Million Dollars (\$6,000,000.00), representing the maximum aggregate amount Progressive will pay to Settlement Class Members who submit Valid Claims.
- m. “Court” means the District Court of Travis County, Texas, 419th Judicial District.
- n. “E-mail Notice” means the Court-approved electronic notice to be e-mailed to Settlement Class Members for whom Progressive has reasonably accessible e-mail addresses, as provided in Section 7.
- o. “Effective Date” means the date on which all of the following conditions have been met:
 - i. This Agreement has been fully executed by the Parties and their counsel;
 - ii. No Party has terminated the Agreement;
 - iii. An order has been entered by the Court certifying the Settlement Classes for settlement purposes and granting Preliminary Approval of this Agreement, and approving a form of notice and claim forms as provided in this Agreement;
 - iv. The Court has entered the Final Order and Judgment approving this Agreement and releasing all Released Persons from all Released Claims, and dismissing the Action with prejudice and without leave to amend, as provided in this Agreement;
 - v. The Claims Submission Deadline has passed;
 - vi. The Court has fully resolved any application made by Class Counsel for an Attorneys’ Fee Award; and
 - vii. The Final Order and Judgment has become Final as defined in Section 1(r) below.
- p. “EOB Print Date” means the date the original Explanation of Benefits associated with a line item on a medical bill was printed and mailed, as reflected in Progressive’s records.

- q. “Eligible Class Member” means a Settlement Class Member who timely submits a valid and complete Claim Form and satisfies the eligibility criteria stated in Section 9 below.
- r. “Final” means that (i) the Final Order and Judgment is a final, appealable judgment and (ii) either (1) no appeal has been taken from the Final Order and Judgment and the date on which all times to appeal therefrom have expired, or (2) an appeal or other review proceeding of the Final Order and Judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petition for review, motion for rehearing or reargument, petition for writ of mandamus, or otherwise, and such appeal or other review has been fully and finally resolved in such manner that affirms the Final Order and Judgment.
- s. “Final Approval Hearing” means the hearing before the Court at or after which the Court will make a final decision whether to approve the Proposed Settlement set forth herein as fair, reasonable, and adequate.
- t. “Final Order and Judgment” means that the Court has issued an order approving this Settlement Agreement, disposing of all claims asserted in the Action with prejudice, and settling and releasing all claims consistent with the terms of this Agreement.
- u. “Final Settlement” means the settlement approved by the Court in the Final Order and Judgment as fair, reasonable, and adequate.
- v. “Legally Authorized Representative” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person or entity responsible for handling the affairs of a Settlement Class Member. For purposes of completing a Claim Form, a surviving spouse of a deceased class member will be considered a legally authorized representative for purposes of this Agreement if no Estate has been opened, and no other person has legal authority for handling the affairs of the deceased Settlement Class Member.
- w. “Longform Notice” means the Court-approved long-form notice to be posted on the Settlement Website and available upon request to Settlement Class Members.
- x. “Mail Notice” means the Court-approved short form notice (*i.e.*, postcard notice) mailed via first-class mail to potential Settlement Class Members, as provided in Section 7(c).
- y. “Maximum Settlement Amount” means Eight Million Dollars (\$8,000,000.00), representing the maximum aggregate amount that Progressive shall pay for

Approved Claims submitted by Settlement Class Members and the Attorneys' Fee Award. For the avoidance of doubt, the Administrative Cost Cap and Class Representative Service Awards are separate from and in addition to the Maximum Settlement Amount.

- z. "Notice Date" means the date that the E-mail Notice and Mail Notice to potential Settlement Class Members as set forth in Section 7(b) is completed.
- aa. "Notice and Administrative Costs" means the costs and expenses associated with effectuating and implementing Class Notice, administering and paying claims, maintaining the Settlement Website, operating the toll-free telephone line, and any related expenses.
- bb. "Opt-Out List" means the list of valid and timely requests for exclusion from the Settlement Classes compiled by the Settlement Administrator, as set forth in Section 17.
- cc. "PIP" means Personal Injury Protection coverage as provided under Texas automobile insurance policies issued by Progressive.
- dd. "Preliminary Approval" means a ruling by the Court to preliminarily approve this Agreement and the Proposed Settlement pursuant to Texas Rule of Civil Procedure 42.
- ee. "Proposed Class Notice Plan" means the proposed method of disseminating notice of this Settlement to Settlement Class Members.
- ff. "Proposed Settlement" means the settlement described in this Agreement, before final approval by the Court.
- gg. "Qualifying PIP Medical Bill" means a medical bill submitted under a Settlement Class Member's PIP coverage where (1) the Allowed Amount is greater than zero; (2) the EOB Print Date is more than 15 business days from its Bill Receive Date; and (3) the EOB Print Date is between August 30, 2016 and June 1, 2026.
- hh. "Released Claims" shall have the meaning set forth in Section 15 of this Agreement.
- ii. "Released Parties" or "Released Persons" means (a) Progressive County Mutual Insurance Company; (b) all of Progressive's past and present parents, subsidiaries, affiliates, or other business entities; (c) all past and present officers, directors, employees, agents, insurers, members, contractors, representatives, attorneys, stockholders, successors, and assigns of any of the entities or Persons listed in this definition; and (d) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in this definition. As used in this definition, "affiliates" means entities controlling, controlled by, or under

common ownership or control with, in whole or in part, any of the Released Persons.

- jj. “Releasing Party” or “Releasing Parties” means: (a) Plaintiffs; and (b) Settlement Class Members who do not otherwise timely exclude themselves from the Settlement Classes (regardless of whether or not such members submitted a Claim Form) as set forth in Section 17, and their respective present, former, or subsequent assigns, heirs, successors, attorneys, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, agents, employees, and anyone working on their behalf.
- kk. “Service Award” means the Court-approved payment to the Class Representatives for their service in this Action, as set forth in Section 13.
- ll. “Settlement Administrator” means the settlement administration company selected by Progressive, subject to Court approval, as set forth in Section 5.
- mm. “Settlement Classes” shall mean the following:
 - i. “30-Day Class”: All Progressive-PIP claimants with a Texas-based policy who satisfy the following: (1) received an amount allowed exceeding \$0.00 on a line item within the original EOB; (2) the line item’s original EOB_Print date is more than 30 days from its Bill_Rcv_Dt (Bill Receive Date); and (3) the line item’s original EOB_Print date is from August 30, 2016 through June 1, 2026.
 - ii. “15-Day Class”: All Progressive-PIP claimants with a Texas-based policy who satisfy the following: (1) received an amount allowed exceeding \$0.00 on a line item within the original EOB; (2) the line item’s EOB_Print date is more than 15 business days from its Bill_Rcv_Dt (Bill Receive Date); and (3) the line item’s original EOB_Print date is from August 30, 2016 through June 1, 2026.
 - iii. Excluded from the Settlement Classes are: (1) all present or former officers and/or directors of Progressive; (2) Class Counsel and their resident relatives; (3) the Judge presiding over this Action and her resident relatives; (4) Progressive’s counsel of record and their resident relatives; and (5) persons who timely and validly request exclusion from the Settlement Classes.
- nn. “Settlement Class Member” means any person encompassed by the definition of the Settlement Classes and not excluded from the Classes as set forth above.
- oo. “Settlement Payment” means the total of all Claim Payments sought by Settlement Class Members who submit Approved Claims.
- pp. “Settlement Website” means the website established by the Settlement Administrator for purposes of this Settlement.

- qq. “Valid Claim” means a complete Claim Form for a Settlement Class Member who has not submitted a request for exclusion, that meets all of the criteria set forth in Section 9 below.
 - rr. “Valid Claims List” means the spreadsheet prepared by the Settlement Administrator reflecting the following information for each Valid Claim: (i) claimant name, (ii) matching e-mail address or mailing address submitted by the claimant, (iii) the date the valid Claim Form was submitted, (iv) the Progressive claim number(s) for each Qualifying PIP Medical Bill as reflected in Progressive’s data, (v) the Allowed Amount(s) for each Qualifying PIP Medical Bill as reflected in Progressive’s data, (vi) the 15-Business-Day Interest Days and/or 30-Day Interest Days for each Allowed Amount as calculated from Progressive’s data, and (vii) the amount of the anticipated Claim Payment. The Valid Claims List shall also include the total Claim Payments for all Valid Claims.
 - ss. “15-Business-Day Interest Days” means, for a Qualifying PIP Medical Bill, the number of days between the fifteenth (15th) business day after the Bill Receive Date and the lesser of (1) the EOB Print date or (2) the thirtieth (30th) day after the Bill Receive Date.
 - tt. “30-Day Interest Days” means, for a Qualifying PIP Medical Bill, the number of days between the thirtieth (30th) day after the Bill Receive Date and the EOB Print date.
2. Litigation Standstill. Upon execution of this Agreement, the Parties shall cease all litigation activities related to the prosecution or defense of the claims in this Action, except as necessary to effectuate this Settlement.
 3. Motion for Preliminary Approval. No later than August 27, 2026, Plaintiffs, through Class Counsel, shall submit to the Court a Motion for Preliminary Approval of this Agreement. The Preliminary Approval motion shall include: (a) a proposed form of, method for, and date of dissemination of notice of this Settlement; (b) a proposed schedule for the filing of any motion for fees and expenses, the filing of a motion to approve finally this Agreement, and a Final Approval Hearing; and (c) a proposed form of order preliminarily approving this Agreement. The items referred to in clauses (a) through (c) above shall be proposed by Plaintiffs, through Class Counsel, subject to the agreement of Defendant, which agreement shall not be unreasonably withheld. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval of this Agreement.
 4. Settlement Class Certification. The Parties agree that, solely for purposes of effectuating this Agreement, the Court should certify the Settlement Classes as defined in Section 1(mm). Defendant does not consent to class certification for any purpose other than to effectuate this Agreement. If this Agreement is terminated or the Court does not enter the Final Order and

Judgment, the certification of the Settlement Classes shall be vacated, and the Parties shall be returned to their respective positions as if no Settlement Classes had been certified.

5. Settlement Administrator. Progressive shall select a qualified, neutral, third-party Settlement Administrator, subject to Court approval. Progressive shall retain control over the selection and oversight of the Settlement Administrator. The Parties agree to work collaboratively to ensure a fair, efficient, and transparent notice and claims administration process. While Progressive will manage the direct coordination and funding of the Settlement Administrator up to the Administrative Cost Cap, the neutral Settlement Administrator shall independently oversee the notice, claims review, and payment processes. To ensure transparency and compliance with due process and the Texas Rules of Civil Procedure, the Settlement Administrator shall provide Plaintiffs and Defendant with regular, concurrent reporting regarding notice delivery rates, claim submission metrics, and claim approval/rejection rates.
6. Class Data. No later than five (5) days after Preliminary Approval is granted by the Court, Progressive shall deliver to the Settlement Administrator data identifying Settlement Class Members to the extent Progressive has such data in its possession and it is reasonably accessible. The data shall include the categories of information necessary to identify and contact Settlement Class Members, including names, mailing addresses, e-mail addresses (where reasonably accessible), claim identification numbers, and policy numbers; to identify Qualifying PIP Medical Bills and to determine the 15-Business-Day Interest Days, 30-Day Interest Days, and to calculate Claim Payments (including Bill Receive Dates, EOB_Print dates, and allowed amounts). The Settlement Administrator shall maintain the confidentiality of all class data in accordance with applicable law and the October 25, 2019 Protective Order entered by the Court.
7. Class Notice. The dissemination of notice of this Agreement (“Class Notice”) shall be provided in accordance with a notice plan as approved by the Court. The Parties shall mutually agree upon the notice plan, the manner and timing of class notice, and the Claim Form prior to submission to the Court for approval in connection with the Motion for Preliminary Approval.
 - a. The Proposed Class Notice Plan shall include dates for the dissemination of one (1) E-mail Notice to each Settlement Class Member for whom Progressive has reasonably accessible e-mail addresses. For each Settlement Class Member for whom Progressive does not have a reasonably accessible and valid e-mail address, the Proposed Class Notice Plan shall provide for dissemination of one (1) Mail Notice. The Notice Date will be determined by the Court. Both the E-mail Notice and the Mail Notice shall be in a form approved by the Court.
 - b. For each Settlement Class Member for whom Progressive provides a reasonably accessible e-mail address, the Settlement Administrator shall send an E-mail Notice with a hyperlink to access a Claim Form pre-filled with the Settlement Class Member’s unique Claim ID. The E-mail Notice shall occur on the Notice Date. For any E-mail Notice that is returned to the Settlement Administrator as undeliverable,

the Settlement Administrator shall send one (1) Mail Notice (i.e., postcard notice) via first-class mail to the Settlement Class Member. No further attempts to send E-mail Notice shall be required for any Settlement Class Member whose E-mail Notice is returned as undeliverable.

- c. For each Settlement Class Member for whom Progressive does not provide an e-mail address, the Settlement Administrator shall send one (1) Mail Notice via first-class mail that includes the Settlement Class Member's unique Claim ID and the URL for the Settlement Website where the Settlement Class Member can access a Claim Form. The Mail Notice shall occur on the Notice Date.
- d. Prior to mailing the Mail Notice, the Settlement Administrator shall run physical mailing addresses through the National Change of Address Database ("NCOA") for any addresses that are incomplete, or that the Settlement Administrator knows to be invalid.
- e. The Settlement Administrator shall utilize best practices designed to avoid spam filters, blockers, or any tool designed to prevent receipt of e-mails, and to otherwise design and implement the sending of the E-mail Notice to increase the likelihood that it will be successfully received into the e-mail inboxes of Settlement Class Members.
- f. Each Settlement Class Member will be provided an opportunity to submit a Claim Form requesting a Claim Payment. The Claim Form shall require the claimant to choose a method of digital payment (Zelle, PayPal, etc.), or if the Settlement Class Member's Claim Payment is anticipated to be in excess of five dollars (\$5.00), the Claim Form shall allow the claimant to choose to receive payment via mailed check.
- g. The Settlement Administrator shall create and maintain the Settlement Website and post the Settlement Agreement, Mail Notice, Longform Notice, blank Claim Form, Preliminary Approval Order, and frequently asked questions. The Settlement Website may be amended from time to time, subject to agreement of the Parties. The Settlement Administrator shall maintain the Settlement Website for 180 days after expiration of the Claims Submission Deadline.
- h. The blank Claim Form available on the Settlement Website shall include space for a claimant to fill in the Progressive claim number or Progressive policy number associated with the PIP claim under which the Qualifying PIP Medical Bill was submitted, if the Settlement Class Member does not have his or her unique Claim ID.
- i. The Settlement Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications.

- j. If any Mail Notice or other settlement-related notice mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Mail Notice that is returned as undeliverable and provide copies of the log to Progressive and Class Counsel upon request. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the mailing to that address. For the remaining returned mailings, the Settlement Administrator will use reasonable efforts, including potentially skip tracing, to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Mail Notice is returned as undeliverable a second time, no further mailing shall be required. It is agreed by the Parties that the procedures set forth in this Section constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.
8. Claim Payments. Progressive will pay Claim Payments to Settlement Class Members who submit Approved Claims pursuant to Sections 9 and 10 below, calculated as follows:
- a. 30-Day Class Members: Each Eligible Class Member in the 30-Day Class who submits an Approved Claim will be entitled to a Claim Payment equal to (1) five percent (5%) of the Qualifying PIP Medical Bill's Allowed Amount, and (2) eleven and four hundred fifty-two thousandths percent (11.452%) annual interest based on the 30-Day Interest Days and the Allowed Amount. For example, a 30-Day Class Member with a Qualifying PIP Medical Bill with an Allowed Amount of \$1,000 and thirty 30-Day Interest Days would receive (1) \$50 plus (2) \$9.41, for a Claim Payment of \$59.41.
 - b. 15-Business-Day Class Members: Each Eligible Class Member in the 15-Business-Day Class who submits an Approved Claim will be entitled to a Claim Payment equal to eleven and four hundred fifty-two thousandths percent (11.452%) annual interest based on the 15-Business-Day Interest Days and the Allowed Amount. For example, a 15-Day Class Member with a Qualifying PIP Medical Bill with an Allowed Amount of \$1,000 and ten 15-Business-Day Interest Days would receive a Claim Payment of \$3.14.
 - c. Settlement Class Members who are both 30-Day Class Members and 15-Business-Day Class Members will receive a Claim Payment that is the total of the amounts calculated pursuant to Sections 8(a) and 8(b) for each Qualifying PIP Medical Bill.
 - d. The Settlement Administrator will use Progressive's existing PIP billing data to determine for each Settlement Class Member's Qualifying PIP Medical Bill the Allowed Amount, the 15-Business-Day Interest Days, and the 30-Day Interest Days, and to calculate the resulting Claim Payment objectively, using a formula

agreed upon by the Parties to reflect the calculations set forth in Sections 8(a) through 8(c) above. Settlement Class Members do not need to calculate the amount themselves.

- e. **Aggregate Class Relief Cap.** Notwithstanding the foregoing, Progressive's aggregate obligation to pay Claim Payments to Settlement Class Members shall not exceed the Class Relief Cap of Six Million Dollars (\$6,000,000.00). In the event that the total of all Claim Payments calculated pursuant to Sections 8(a) through 8(c) would exceed the Class Relief Cap, each Settlement Class Member's Claim Payment shall be reduced on a pro rata basis such that the total Claim Payments equal the Class Relief Cap.
 - f. The Claim Payment described herein is the only payment to which Settlement Class Members are entitled under this Agreement. The payments are deemed to be inclusive of any claims for any potentially applicable penalties, interest, and/or fees. The payments shall be in full and final disposition of the Action, and in consideration for the release of any and all Released Claims as against any and all Released Persons.
 - g. **Maximum Settlement Amount.** For the avoidance of doubt, Progressive shall not, under any circumstances, be liable to pay more than the Maximum Settlement Amount of Eight Million Dollars (\$8,000,000.00) in the aggregate for Claim Payments to Settlement Class Members and the Attorneys' Fee Award, except for the Administrative Cost Cap and Class Representative Service Awards as separately provided in this Agreement.
9. **Claim Submissions.** To be eligible for a Claim Payment under this Settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a Valid Claim. The Settlement Administrator shall establish procedures for receiving and processing Claim Forms. Valid Claims shall comply with the following:
- a. Settlement Class Members must submit a valid Claim Form by the Claims Submission Deadline to receive a Claim Payment as described in Section 8.
 - b. A valid Claim Form will require that the claimant confirm his or her identity and provide sufficient information to match Progressive's records, including: (i) the name and either the e-mail or mailing address of the Settlement Class Member at the time a Qualifying PIP Medical Bill was submitted to Progressive; (ii) either the unique Claim ID assigned by the Settlement Administrator, Progressive claim number, or Progressive policy number associated with the PIP claim under which the Qualifying PIP Medical Bill was submitted; and (iii) electronic signature.
 - c. A Claim Form submitted for a Settlement Class Member who has more than one Qualifying PIP Medical Bill shall constitute a Claim Form for all Qualifying PIP Medical Bills of that Settlement Class Member.

- d. To be eligible to receive a Claim Payment, a Claim Form must be submitted electronically no later than the Claims Submission Deadline.
10. Claim Approval and Payment Distribution. Claim Forms that are timely submitted to the Settlement Administrator shall be processed as follows:
- a. Deficient Claims. If a timely submitted Claim Form does not include information sufficient to match Progressive's records as described in Section 9(b), the Settlement Administrator shall send the claimant an e-mail notification (or mailed letter, if no e-mail address is available), after consultation with Progressive and Class Counsel, informing the claimant of the defect and providing the claimant with thirty (30) days to cure the defect ("Cure Notice"). If the claimant does not subsequently submit a Claim Form curing the defect within thirty (30) days of the Cure Notice, that Claim Form shall be deemed defective and not eligible for payment, and the claimant shall not have an additional opportunity to cure the defect.
 - b. Valid Claims List. No later than thirty (30) days after the Claims Submission Deadline, the Settlement Administrator shall provide Progressive and Class Counsel a Valid Claims List.
 - c. Challenges by Progressive. Within thirty (30) days of receipt of the Valid Claims List, Progressive shall inform Class Counsel and the Settlement Administrator of any claims (other than those already determined to be invalid by the Settlement Administrator) it believes are ineligible for payment and, as to each such claim, include the Settlement Class Member name, claim number, and a brief description of why Progressive believes the claim to be ineligible for payment. All Valid Claims that are not challenged by Progressive shall become Approved Claims. If Progressive does not challenge any claims by the thirty-first (31st) day after receipt of the Valid Claims List, the Valid Claims List shall become the Approved Claims List.
 - d. Resolution of Challenges. Upon receipt of a challenge to a Valid Claim from Progressive, the Settlement Administrator shall have fifteen (15) days to determine the validity of the challenged claim. The Settlement Administrator's determination that a challenged claim is valid will render that claim an Approved Claim, except as described in Section 10(e).
 - e. Appeal to Court. Progressive may appeal the findings of the Settlement Administrator with respect to a challenged claim to the Court, and the Court shall make a final ruling as to the validity of any challenged claim. Any challenge of a claim appealed to the Court shall not further delay completion of the requirements of this Agreement with respect to Approved Claims, except that Progressive shall not be required to pay any claim that is appealed to the Court unless and until the

Court resolves the appeal in favor of the claimant who submitted the challenged claim.

- f. Approved Claims List. No later than twenty (20) days after Progressive's deadline to challenge claims, as set forth in Section 10(c), the Settlement Administrator shall provide Progressive with a spreadsheet of all Approved Claims, including all claim-specific information provided in the Valid Claims List, and the aggregate amount of Claim Payments owed for all Approved Claims.
 - g. Payment by Progressive. No later than thirty (30) days after the later of the Effective Date or the receipt of the Approved Claims List described in Section 10(f), Progressive shall pay to the Settlement Administrator the total amount of Claim Payments owed for all Approved Claims, up to the Class Relief Cap.
 - h. Distribution to Class Members. No later than forty-five (45) days after the later of the Effective Date or the receipt of the payment from Progressive, the Settlement Administrator shall issue payment to Settlement Class Members that submitted Approved Claims in accordance with each Settlement Class Member's selected payment method. Checks shall be valid for one-hundred-eighty (180) days from their issuance, after which they will be void (the "Void Date"). Checks shall be reissued if, within thirty (30) days of the Void Date, the Settlement Class Member requests another check be issued. Otherwise, all uncashed checks will be permanently voided thirty-one (31) days after the Void Date and any residual funds due to uncashed checks shall be returned to Progressive, consistent with the claims-made structure of this Settlement.
11. Notice and Administrative Costs. Progressive will pay all reasonable Notice and Administrative Costs up to the Administrative Cost Cap of Five Hundred Thousand Dollars (\$500,000.00). The Administrative Cost Cap is separate from and in addition to the Maximum Settlement Amount and shall not reduce the amounts available to Settlement Class Members or the Attorneys' Fee Award. Progressive shall not, under any circumstances, be obligated to pay more than Five Hundred Thousand Dollars (\$500,000.00) for Notice and Administrative Costs.
12. Attorneys' Fees and Costs. Class Counsel's entitlement, if any, to an Attorneys' Fee Award will be determined by the Court. The terms of any such awards, fees, costs, or expenses were not negotiated until after all material elements of the Proposed Settlement were resolved, and the terms of this Proposed Settlement are not conditioned upon any Attorneys' Fee Award.
- a. Progressive will not oppose a request by Class Counsel for an award of attorneys' fees and costs in an amount up to Two Million Dollars (\$2,000,000.00). The Court shall retain ultimate authority over the amount of any fee and cost award.
 - b. Payment of any attorneys' fees and costs award is included within and deducted from the Maximum Settlement Amount of Eight Million Dollars (\$8,000,000.00).

However, attorneys' fees and costs are separate from the Class Relief Cap of Six Million Dollars (\$6,000,000.00) and will not reduce the amount owed and/or paid to Settlement Class Members.

- c. Class Counsel shall provide Progressive with a draft of their motion requesting an award of attorneys' fees, costs, and expenses prior to filing.
- d. The procedure for and the denial or allowance by the Court of an Attorneys' Fee Award and the Service Awards are considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the applications for any Attorneys' Fee Award or Service Awards, or any appeal from any order relating thereto or the reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Order and Judgment approving the Agreement and the Settlement. No order of the Court or modification or reversal on appeal of any order of the Court concerning any Attorneys' Fee Award or Service Awards shall constitute grounds for cancellation or termination of this Agreement.
- e. If there is no timely objection to the Settlement, any Attorneys' Fee Award entered by the Court must be paid by Progressive via wire transfer to the respective accounts designated in writing by each Class Counsel firm within thirty (30) days after the Court's final approval of the Settlement and the Court's entry of an Attorneys' Fee Award. If there is a timely objection to the Settlement, any Attorneys' Fee Award entered by the Court must be paid by Progressive via wire transfer to the respective accounts designated in writing by each Class Counsel firm no later than fourteen (14) days after the later of the Effective Date or, if issued in a separate order, a final Order approving or awarding the Attorneys' Fee Award, meaning the Order is a final, appealable judgment and either the time in which to appeal such an Order has expired or, if any appeal or other review proceeding of the Order has been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, and such appeal or other review has been fully and finally resolved in such manner that affirms the Order.
- f. All payments of the Attorneys' Fee Award shall be made via wire transfer. Stone Firm, PLLC and Colley Firm, P.C. shall each independently provide Progressive with their respective W9s and written wire instructions for their designated portions of the Attorneys' Fee Award at least ten (10) business days prior to the applicable payment date. Progressive shall wire the respective portions directly to the specific accounts designated by Stone Firm, PLLC and Colley Firm, P.C., provided that the aggregate amount wired does not exceed the total Attorneys' Fee Award approved by the Court.

13. Service Awards. Plaintiffs Brian Koetter's and Elyssa Parven's entitlement, if any, to a Service Award will be determined by the Court. The terms of any such awards were not negotiated until after all material elements of the Proposed Settlement were resolved, and the terms of this Proposed Settlement are not conditioned upon any Service Award.

- a. Progressive will not oppose a request for a Service Award of no more than Ten Thousand Dollars (\$10,000.00) each for Plaintiff Brian Koetter and Plaintiff Elyssa Parven, subject to approval by the Court.
- b. Service Awards are separate from and in addition to the Maximum Settlement Amount and will not reduce the Class Relief Cap or amounts available to Settlement Class Members.
- c. If there is no timely objection to the Settlement, any Service Award entered by the Court must be paid by Progressive to Class Counsel (for distribution to Plaintiffs) within thirty (30) days after (i) the Court's final approval of the Settlement, (ii) the Court's entry of any Service Award, and (iii) Progressive's receipt of valid W-9s for each Plaintiff and Class Counsel.
- d. If there is a timely objection to the Settlement, any Service Award entered by the Court must be paid by Progressive no later than fourteen (14) days after (i) Progressive's receipt of valid W-9s for each Plaintiff and Class Counsel, and (ii) the later of the Effective Date or, if issued in a separate order, a final Order approving or awarding the Service Award, meaning the Order is a final, appealable judgment and either the time in which to appeal such an Order has expired or, if any appeal or other review proceeding of the Order has been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, and such appeal or other review has been fully and finally resolved in such manner that affirms the Order.

14. Motion for Final Approval and Entry of Final Order and Judgment. If the Court grants Preliminary Approval of this Agreement, Plaintiffs, through Class Counsel, shall—in accordance with the schedule set forth in the Court's Preliminary Approval order—submit to the Court a separate Motion for Final Approval of this Agreement by the Court. The Motion for Final Approval shall seek entry of a Final Order and Judgment:

- a. finally approving the Settlement as being a fair, reasonable, and adequate settlement for the Classes within the meaning of Texas Rule of Civil Procedure 42, and directing the implementation of the Settlement pursuant to the terms and conditions set forth in this Agreement;
- b. dismissing the Action with prejudice;
- c. discharging and releasing the Released Parties from all Released Claims; and
- d. reserving continuing and exclusive jurisdiction over the Settlement for all purposes.

- e. The Final Approval of this Agreement, and the items referred to in subsections (a) through (d) above shall be proposed by Plaintiffs, through Class Counsel, subject to the agreement of Defendant, which agreement shall not be unreasonably withheld. The Parties shall take all reasonable actions as may be necessary to obtain Final Approval of this Agreement.

15. Release. Upon Final Judgment and in consideration of payment of the Settlement Payment set forth in Sections 8 and 10, and for other valuable consideration, the Released Parties shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member participates in the Settlement, whether directly, representatively, derivatively, or in any other capacity) that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Action, including without limitation all claims arising out of Progressive's handling of PIP claims within the Settlement Class Period, including but not limited to all claims under Texas Insurance Code Sections 542.055, 542.056, 542.058, 542.060, 542.061, 1952.156, and 1952.157 that were or could have been asserted in connection with the handling of PIP claims within the Settlement Class Period (the "Released Claims"). Upon the Effective Date, the Releasing Parties will be bound by the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged all Released Parties from all Released Claims.

16. Waiver of Unknown Claims. In addition to the provisions of Section 15, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Section 15,

whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

17. Requests for Exclusion. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Progressive by complying with the exclusion provisions set forth herein. Settlement Class Members who wish to exclude themselves from the Settlement Classes must submit timely, written requests for exclusion.
- a. To be effective, a request for exclusion must include the Settlement Class Member's name and address, an unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, a telephone number, and the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member.
 - b. To be timely, a request for exclusion must be mailed to the Settlement Administrator at the address provided in the notice postmarked by the deadline set in the Preliminary Approval Order (the "Opt-Out Deadline"). Plaintiffs will propose a deadline of forty-five (45) days after the Notice Date.
 - c. A request for exclusion must be exercised individually by the Settlement Class Member and is only effective as to the individual Settlement Class Member requesting exclusion. Settlement Class Members may not opt out of specific aspects of the Proposed Settlement while still participating for other aspects of the Proposed Settlement.
 - d. Plaintiffs Koetter and Parven shall not elect or seek to opt out or exclude themselves from the Settlement Classes, and any such attempt will be deemed a material breach of this Agreement and sufficient to permit Progressive to terminate the Agreement.
 - e. The Settlement Administrator shall promptly log and prepare a list of all persons who properly requested exclusion from the Settlement Classes and shall submit an affidavit to the Court, which includes and attests to the accuracy of the Opt-Out List no later than ten (10) days prior to the Final Approval Hearing set by the Court.
 - f. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Classes shall be bound by this Agreement, irrespective of whether they submit a Claim Form, and this Action shall be dismissed with prejudice and all of the Settlement Class Members' Released Claims shall be released as provided for herein.
18. Objections. Settlement Class Members who do not request exclusion from the Settlement Classes may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must file written notices of intent to object. Any Settlement Class Member who timely files an objection in compliance with this Section may appear at the

Final Approval Hearing, in person or by counsel, and be heard to the extent and only if permitted by the Court.

- a. To be effective, a notice of intent to object to the Proposed Settlement must: (i) include the name of the case and cause number; (ii) provide the name, address, telephone number, and personal signature (even if represented by counsel) of the Settlement Class Member filing the objection; (iii) indicate the specific reasons why the Settlement Class Member objects to the Proposed Settlement; (iv) contain the name, address, bar number, and telephone number of the objecting Settlement Class Member's counsel, if any, and any such attorney must comply with all applicable rules of the Court; (v) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either in person or through counsel; (vi) provide a list of other cases in which the objector or intervenor or counsel for the objector or intervenor has appeared either as an objector or counsel for an objector in the last five (5) years; and (vii) all objectors shall make themselves available to be deposed by any Party in the county of the objector's residence within seven (7) days of service of his or her timely written objection.
- b. To be timely, any objection to the Proposed Settlement must be filed with the Court by the deadline set in the Preliminary Approval Order. Plaintiffs will propose a deadline of forty-five (45) days after the Notice Date.
- c. The right to object to the Proposed Settlement in the Action must be exercised individually by a Settlement Class Member or his or her attorney or a Settlement Class Member's Legally Authorized Representative, and not as a member of a group, class, or subclass.
- d. If the Settlement Class Member or his or her attorney requests permission to speak at the Final Approval Hearing, a notice of intent to object must also contain the following information: (i) a detailed statement of the legal and factual basis for each objection; (ii) a list of any and all witnesses the Settlement Class Member may seek to call at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony; and (iii) a list of any legal authority the Settlement Class Member will present at the Final Approval Hearing.
- e. Any Settlement Class Member who does not file a timely notice of intent to object waives the right to object or to be heard at the Final Approval Hearing and is barred from making any objection to the Proposed Settlement and filing any appeal. Settlement Class Members who object to the Proposed Settlement shall remain Settlement Class Members and waive their right to pursue an independent remedy against Defendant and Released Parties.
- f. The Settlement Administrator shall timely provide Progressive and Class Counsel a copy of each notice of intent to object received by the Settlement Administrator.

19. Denial of Liability. Progressive maintains that, at all times, it acted in accordance with the governing laws, statutes, and regulations of the State of Texas and abided by the terms of its applicable insurance policies. Progressive nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth in this Agreement. Progressive reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, and the expense that would be necessary to defend the Action through judgment, appeal, and any subsequent proceedings that may occur. Progressive enters into this Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind or that class certification is appropriate. This Agreement shall not be construed as an admission or concession of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind. The terms of this Agreement, including the claims-made nature of the Agreement, are material to Progressive's decision to settle the Action notwithstanding its belief that its defenses are meritorious. Whether or not Final Judgment is entered, or this Agreement is terminated, the Parties expressly agree that this Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission or evidence of any violation of any statute, regulation, or law or of any liability or wrongdoing by Defendant or any of the Released Parties, or that the Action is suitable for class treatment. Nothing in this Agreement shall affect the application of Texas Rule of Evidence 408 in any instance where it would otherwise apply.
20. Dismissal of Action. Upon entry of the Final Order and Judgment, the Action will be dismissed with prejudice as to Progressive, the Plaintiffs, and all Settlement Class Members who have not been excluded from the Settlement Classes as provided in the Opt-Out List. It is the intent of the Parties to this Settlement Agreement that dismissal of the claims with prejudice and release of the claims shall have the res judicata effect of dismissal and release of those claims identified herein as Released Claims. It is the intent of the Parties that this Settlement Agreement and the Action's dismissal will not operate as a bar to any Settlement Class Member pursuing any claim that is not a Released Claim.
21. Consent to Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied herein.
22. Retention of Records. The Settlement Administrator and Class Counsel shall retain copies or images of all returned notices, Claim Forms (and/or data resulting therefrom) and correspondence relating thereto, for a period of up to three (3) years after the Effective Date. After this time, the Settlement Administrator and Class Counsel shall destroy any documentary records in their possession.
23. Authorization to Enter this Agreement. Each Party to this Agreement warrants that he, she, or it is fully authorized to enter into this Agreement, and is acting upon his, her, or its independent

judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

24. Calculation of Time. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
25. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class Members, the Releasing Parties, and the Released Parties. Without limiting the generality of the foregoing, upon the Effective Date, each and every covenant and agreement herein by the Plaintiffs shall be binding upon all Settlement Class Members and Releasing Parties who have not validly excluded themselves from the Settlement Classes.
26. No Third-Party Beneficiaries. No provision of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Party, Plaintiff, Settlement Class Member, or Class Counsel.
27. No Party is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
28. Choice of Law. All terms of this Agreement and the other documents contemplated herein shall be governed by and interpreted according to the substantive laws of the State of Texas, without regard to its choice-of-law or conflict-of-laws principles.
29. Amendment and Waiver. This Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous with this Agreement. This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Agreement by means of specific performance or injunction, without the requirement of posting a bond or other security.
30. Termination of Agreement. If the Court does not grant Preliminary Approval of this Agreement in all material respects, or if the Court does not enter a Final Order and Judgment approving this Agreement, or if any Final Order and Judgment approving this Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as

set forth in Section 1(r) of this Agreement, then this Agreement may be cancelled and terminated. A Party must provide written notice of its intent to terminate this Agreement no later than ten (10) business days after the triggering event. If cancelled and terminated, this Agreement shall become null and void, and Progressive shall not be obligated to make the Settlement Payment or any Claim Payments or to provide any other monetary or non-monetary relief to Plaintiffs or the Settlement Class Members, any attorneys' fees or other expenses to Class Counsel, or any Service Award to Plaintiffs. The Parties shall be returned to their respective positions in the Action as if this Agreement had never been entered into without prejudice to any claims, rights, or defenses of the Parties, and the Release (set forth in Sections 15 and 16) shall be voided and shall be of no force or effect, any dismissal with prejudice of the Action or Final Order and Judgment shall be of no force or effect, and Plaintiffs (on behalf of the Settlement Classes) shall be entitled to have any Final Judgment vacated and have their claims alleged in the Action reinstated as if they had never been dismissed or compromised, with all statutes of limitation deemed tolled between the time of dismissal and re-instatement, and without the need to re-serve Defendant with process. The Parties and the Settlement Classes expressly reserve all of their rights if a Final Order and Judgment is not entered in accordance with the terms of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile, electronic mail, or other electronic signatures shall be considered as valid signatures as of the date hereof.
32. Integrated Agreement. This Agreement comprises the entire agreement between the Parties and the terms of this Agreement are contractual and are not a mere recital. The Parties agree that this Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Agreement not in writing and signed by the Parties.
33. Voluntary Settlement. The Parties agree that this Agreement and the Settlement were negotiated in good faith by the Parties and reflect a Settlement that was reached voluntarily after consultation with competent counsel.
34. Non-Disclosure. The Parties and their counsel will not affirmatively contact the news media, issue any press release, or hold press conferences in any media to publicize, promote, or characterize the Settlement. The terms of this Settlement Agreement shall remain confidential until such time as the Parties seek Preliminary Approval from the Court or as otherwise required by law or Court order. This Agreement and its terms may be filed with the Court in connection with Plaintiffs' motion for Preliminary Approval and any subsequent filings related to approval of this Settlement.

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Agreement on the date first above written.

Plaintiffs and the Settlement Classes:

Brian Koetter

Brian Koetter

Elyssa Parven

Elyssa Parven

Paul Colley Jr

Paul Colley, Jr.

COLLEY FIRM, P.C.

Plaintiffs' Counsel / Class Counsel

Jarrett Stone

Jarrett Stone

STONE FIRM, PLLC

Plaintiffs' Counsel / Class Counsel

Defendant:

P. J. Albert

By: Peter Albert, Secretary

Progressive County Mutual Insurance Company

Espinoza-Koetter - Final Settlement Agreement for Execution

Final Audit Report

2026-08-26

Created:	2026-08-26
By:	Allison White (awhite@kslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeLN6rhxdCPsEBtQPwAs7E-rzg2PeePa3

"Espinoza-Koetter - Final Settlement Agreement for Execution" History

-  Document created by Allison White (awhite@kslaw.com)
2026-08-26 - 4:55:11 PM GMT- IP address: 170.85.133.28
-  Document emailed to Peter Albert (peter_albert@progressive.com) for signature
2026-08-26 - 4:56:08 PM GMT
-  Email viewed by Peter Albert (peter_albert@progressive.com)
2026-08-26 - 5:03:35 PM GMT- IP address: 165.225.58.1
-  Document e-signed by Peter Albert (peter_albert@progressive.com)
Signature Date: 2026-08-26 - 5:06:22 PM GMT - Time Source: server- IP address: 165.225.58.1 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-08-26 - 5:06:22 PM GMT

CERTIFICATE *of* SIGNATURE

REF. NUMBER
EGSFM-IQYOP-MNPJJ-T8SSJ

DOCUMENT COMPLETED BY ALL PARTIES ON
27 AUG 2026 00:54:36
UTC

SIGNER

JARRETT STONE

EMAIL
JARRETT@STONEFIRM.LAW

TIMESTAMP

SENT
26 AUG 2026 20:40:26

VIEWED
26 AUG 2026 21:05:38

SIGNED
26 AUG 2026 21:05:52

SIGNATURE

Jarrett Stone

IP ADDRESS
99.182.27.157

LOCATION
DALLAS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
26 AUG 2026 21:05:38

PAUL COLLEY

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PAUL@COLLEYLAW.NET

SHARED VIA
LINK

SENT
26 AUG 2026 20:40:26

VIEWED
26 AUG 2026 22:03:55

SIGNED
26 AUG 2026 22:04:21

Paul Colley Jr

IP ADDRESS
172.58.181.102



CERTIFICATE *of* SIGNATURE

REF. NUMBER
EGSFM-IQYOP-MNPJJ-T8SSJ

DOCUMENT COMPLETED BY ALL PARTIES ON
27 AUG 2026 00:54:36
UTC

SIGNER

TIMESTAMP

SIGNATURE

ELYSSA PARVEN

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SENT
26 AUG 2026 20:40:26

VIEWED
26 AUG 2026 21:14:51

SIGNED
26 AUG 2026 23:17:34

Elyssa Parven

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26 AUG 2026 20:40:26

VIEWED
27 AUG 2026 00:48:03

SIGNED
27 AUG 2026 00:54:36

Brian Koetter

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45.26.190.57

LOCATION
SANFORD, UNITED STATES

