



Pennsylvania (the “Court”), in a lawsuit brought by Plaintiff Kenneth Greenwald (“Plaintiff”), unless you opt out of the settlement class. Please read this Notice carefully.

**2. WHO IS INCLUDED IN THE CLASS?** The Settlement Class consists of all Persons (a) who sustained injury in a motor vehicle accident; (b) who were insured under a policy providing underinsured motorist coverage issued by Integon in the Commonwealth of Pennsylvania providing coverage in accordance with the MVFRL; (c) who made claim for recovery of underinsured motorist benefits under the Integon Policy under which they were insured; and (d) whose claim for recovery of underinsured motorist benefits was denied by reason of the invalid and unenforceable interpretation of the limitation of coverage found in the Integon Policy. Excluded from the Class are Persons who opt-out of the Settlement in accordance with the terms of this Agreement.

**3. TERMS OF THE SETTLEMENT.** Contingent upon the entry of a Final Judgment and dismissal of this Action with prejudice, Integon has agreed to pay UIM motorists coverage benefits (not to exceed the Policy Declaration Value for UM/UIM coverage on the Integon policy in question) plus an agreed enhancement of 20% of the compensatory award to Class Members who do not opt out of this Settlement, who sign and mail the enclosed Claim Form postmarked by **October 13, 2025** (the “Claim Deadline”) to Integon UIM Settlement Administrator, or submit the Claim Form online by the Claim Deadline at [www.GreenwaldSettlement.com](http://www.GreenwaldSettlement.com), who cooperate with Integon and Class Counsel during the Claim Resolution Period as set forth in the Settlement Agreement and who qualify for the payment of Settlement Benefits based upon Integon’s evaluation of the claim or the decision of the Special Master if there is an appeal from Integon’s evaluation. If you do not opt out of the Settlement and do not submit a Claim Form by the Claim Deadline, you will waive your right to receive any payment from the Settlement Fund but will still be bound

by all proceedings, orders, and judgments entered in connection with the proposed Settlement, including the release of Integon and dismissal of this Action with prejudice. If you submit a Claim Form by the Claim Deadline and cooperate with Integon and Class Counsel during the Claim Resolution Period, you may qualify for the payment of Settlement Benefits based upon Integon's evaluation of the claim or the decision of the Special Master if there is an appeal from Integon's evaluation, and you will be bound by all proceedings, orders, and judgments entered in connection with the proposed Settlement, including the release of Integon and the dismissal of this Action with prejudice described above.

**IF YOU OPT OUT, YOU WILL NOT RECEIVE A SETTLEMENT BENEFIT AND WILL NOT BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASE OF CLAIMS AGAINST INTEGON.**

**IF YOU DO NOT OPT OUT BUT DO NOT SUBMIT A CLAIM FORM BEFORE THE CLAIM DEADLINE, YOU WILL NOT BE ELIGIBLE TO RECEIVE A SETTLEMENT BENEFIT BUT WILL STILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE OF CLAIMS AGAINST INTEGON.**

**IF YOU DO NOT OPT OUT AND SUBMIT A CLAIM FORM BEFORE THE CLAIM DEADLINE, YOU MAY BE ENTITLED TO RECEIVE A SETTLEMENT BENEFIT. HOWEVER, THERE IS NO GUARANTEE OR PROMISE THAT A SETTLEMENT BENEFIT WILL BE PAID. A SETTLEMENT BENEFIT WILL BE PAID ONLY IF THE CLASS MEMBER COOPERATES WITH INTEGON AND CLASS COUNSEL DURING THE CLAIM RESOLUTION PERIOD AND INTEGON, OR THE SPECIAL MASTER IF AN APPEAL IS TAKEN, DETERMINES THAT SETTLEMENT BENEFITS SHOULD BE PAID. IN NO EVENT SHALL THE INDIVIDUAL SETTLEMENT AMOUNT PAID TO ANY INDIVIDUAL CLASS MEMBER EXCEED THE POLICY DECLARATION VALUE FOR UIM COVERAGE ON THE INTEGON POLICY IN QUESTION.**

All Settlement Class Members who do not opt out, who submit a Claim Form by the Claim Deadline and who cooperate with Integon and Class Counsel during the Claim Resolution Period, will have their claim for UIM motorist coverage benefits reviewed and evaluated by Integon to determine the amount, if any, of any UIM payment that may be due under the terms of the Settlement Agreement. If you and Integon cannot agree as to the amount of the UIM motorist coverage benefits payable under the Settlement Agreement, that

issue will be finally decided by a Special Master appointed by the Court as provided in the Settlement Agreement.

If the Settlement becomes final, the Action will be dismissed with prejudice as to the Defendant Integon. In addition, Integon will receive a release and discharge from liability for any and all UIM claims from the Settlement Class Members, regardless of whether they submitted a Claim Form. Settlement Class Members who timely opt out of the Settlement will not be bound by the Settlement and will not release any claims against Integon, as discussed below.

The Settlement Agreement provides that, under certain circumstances, the Settlement may be terminated. The specific details regarding these termination provisions can be reviewed in the Settlement Agreement on file with the Court and posted on the Settlement Website at [www.GreenwaldSettlement.com](http://www.GreenwaldSettlement.com).

**4. WHAT ABOUT ATTORNEYS' FEES AND EXPENSES?** If the Court approves the Settlement, counsel for the Settlement Class ("Class Counsel") will apply to the Court for an award of attorneys' fees, including costs and expenses and a Named Plaintiff Enhancement Award. In the Settlement Agreement, Integon agrees not to oppose class Counsel's fee petition in the amount of \$175,000.00 and a Named Plaintiff Enhancement Award of \$5,000.00, The Fee Award and Named Plaintiff Enhancement Award shall be paid separate and apart from the Settlement Benefits, and shall not take away from or otherwise reduce the monetary relief available to the Settlement Class.

**5. CAN I PARTICIPATE IN THE FAIRNESS HEARING?** Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, or other matters to be considered at the Fairness 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 **the Opt-Out or Objection Deadline of October 13, 2025**:

- a. File with the Clerk of Court by mailing to Philadelphia County Clerk, 601 Market Street, Rm 2609, Philadelphia, PA 19106 your objection and/or a notice of intention to appear, together with a statement setting forth your petition to intervene or your objections, if any, to the matter to be considered and the basis for these objections, together with any documentation that you intend to rely upon at the Fairness Hearing; and
- b. Serve copies of all such materials either by hand delivery or by first-class mail, postage pre-paid, upon the following counsel:

Scott B. Cooper, Esq.  
Schmidt Kramer P.C.  
209 State Street  
Harrisburg, PA 17101

James C. Haggerty, Esq.  
Haggerty Goldberg Schleifer &  
Kupersmith PC  
1801 Market St Ste 1100  
Philadelphia, PA 19103

Jonathan Shub, Esq.  
Shub & Johns LLC  
Four Tower Bridge  
200 Bar Harbor Drive, Ste. 400  
Conshohocken, PA 19438

A. Christopher Young, Esq.  
Troutman Pepper Locke LLP  
3000 Logan Square  
18th and Arch Streets  
Philadelphia, PA 19103

John P. Goodrich, Esq.  
Jack Goodrich and Associates  
429 Fourth Ave.  
Pittsburgh, PA 15219

Unless otherwise ordered by the Court, on or before **December 18, 2025**, based upon an appropriate motion, the Fairness Hearing shall be conducted solely based upon your written petition to intervene or objections filed with the Court, as provided herein, and the argument of counsel.

If you do not comply with the foregoing procedures and deadlines for submitting written petitions to intervene, objections and/or appearing at the Fairness Hearing, you may lose substantial legal rights, including but not limited to, the right to appear at the Fairness

Hearing; the right to contest approval of the Settlement or the application for an award of attorneys' fees and costs to Class Counsel; the right to contest approval of the application for an incentive award to the Class Representative; or the right to contest any other orders or judgments of the Court entered in connection with the Settlement. If the Court does not approve the Settlement, the Settlement Agreement will be null and void.

**6. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?**

If you do **not** want to be a member of the Settlement Class and participate in the Settlement, then NO LATER THAN **OCTOBER 13, 2025**, you must send a signed statement to that effect that includes your name, address, and telephone number. The signed statement must be sent to the following:

Integon UIM Settlement Administrator  
Attn: Opt-Outs & Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT CLASS, YOUR COMPLETED SIGNED STATEMENT ADVISING OF YOUR ELECTION TO OPT OUT MUST BY POST-MARKED NO LATER THAN <b><u>OCTOBER 13, 2025</u></b> . IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.
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If you choose to opt out of the Settlement Class, you will not be entitled to receive the benefits of the Settlement with Integon, including any payment from the Settlement Fund. Your claims against Integon will not be released, and you will be free to separately pursue any claims you believe you have.

**7. INSPECTION OF THE SETTLEMENT AGREEMENT, PLEADINGS, AND OTHER DOCUMENTS.** The foregoing references to the pleadings, Settlement Agreement and other documents, and their respective contents are only summaries thereof. For further details with respect to the Settlement Agreement, the pleadings, the claims asserted in the Action, and the matters to be heard at the hearing, reference may be made to the complete files of this Action which may be examined at any time during regular office hours at 13614 U.S Courthouse, 601 Market Street, Philadelphia, PA 19106. Important documents, including the Settlement Agreement, may be accessed on the Settlement Website at [www.GreenwaldSettlement.com](http://www.GreenwaldSettlement.com).

**8. WHO CAN I CONTACT WITH QUESTIONS?** If you have questions regarding this Notice of the Settlement in the Action generally, you can obtain additional information from the following sources:

Counsel for the Settlement Class:

Scott B. Cooper  
Schmidt Kramer P.C.  
209 State Street  
Harrisburg, PA 17101  
Tel: 717-232-300  
[scooper@schmidtkramer.com](mailto:scooper@schmidtkramer.com)

James C. Haggerty  
Haggerty Goldberg  
Schleifer & Kupersmith  
1801 Market St.  
Philadelphia, PA 19103  
Tel: 267-350-6600  
[jhaggerty@hgsklawyers.com](mailto:jhaggerty@hgsklawyers.com)

Jonathan Shub  
Shub Johns & Holbrook LLP  
Four Tower Bridge  
200 Bar Harbor Drive  
Conshohocken, PA 19438  
Tel: 610-477-8638  
[jshub@shublawyrs.com](mailto:jshub@shublawyrs.com)

You may also contact the Settlement Administrator by phone at **1-888-299-4195**, or email at [Info@GreenwaldSettlement.com](mailto:Info@GreenwaldSettlement.com).

**DO NOT CALL THE COURT OR INTEGON WITH QUESTIONS.**

Questions? Visit [www.GreenwaldSettlement.com](http://www.GreenwaldSettlement.com) or call toll-free 1-888-299-4195