

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

NOTICE OF CLASS ACTION SETTLEMENT INVOLVING:

INSUREDS WHO PURCHASED STACKED UNINSURED AND UNDERINSURED MOTORIST (“UM/UIM”) COVERAGE ON NEW MEXICO AUTOMOBILE POLICIES COVERING A SINGLE VEHICLE (AUTOMOBILE, MOTORCYCLE, RV), ISSUED BY, RENEWED BY, OR IN EFFECT WITH ANY OF THE FOLLOWING INSURANCE COMPANIES FROM JANUARY 1, 2009, THROUGH APRIL 30, 2025:

PROGRESSIVE NORTHERN INSURANCE COMPANY,
 PROGRESSIVE ADVANCED INSURANCE COMPANY,
 PROGRESSIVE CASUALTY INSURANCE COMPANY,
 PROGRESSIVE CLASSIC INSURANCE COMPANY,
 PROGRESSIVE COMMERCIAL CASUALTY COMPANY,
 PROGRESSIVE DIRECT INSURANCE COMPANY,
 PROGRESSIVE MAX INSURANCE COMPANY,
 PROGRESSIVE NORTHWESTERN INSURANCE COMPANY,
 PROGRESSIVE PREFERRED INSURANCE COMPANY,
 PROGRESSIVE SPECIALTY INSURANCE COMPANY,
 PROGRESSIVE WEST INSURANCE COMPANY,
 NATIONAL CONTINENTAL INSURANCE COMPANY, and
 UNITED FINANCIAL CASUALTY COMPANY

(Collectively, these insurers are described throughout this Notice as “Progressive.”)

**PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.
 ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.**

**MAKING A CLAIM OR RECEIVING A PAYMENT WILL NOT CAUSE YOUR
 INSURANCE PREMIUMS TO INCREASE.**

- A settlement has been reached in this class action about charging premiums for stacked Uninsured/Underinsured Motorist Coverage (“UM/UIM Coverage”) on single vehicle policies.
- This settlement establishes a process for certain individuals to receive automatic payments and others to make Claims for monetary payments. This is true even if you are no longer insured with Progressive.
- This Notice describes your rights, how to submit a Claim or how you will receive automatic payment, how to object to the settlement, how to exclude yourself from the settlement, upcoming deadlines, a hearing on the proposed settlement, and many other details about your legal rights and options in this settlement.

**Do not discard this Notice before reading it carefully.
 Keep Reading**

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT
www.NMUIMSettlement.com

Los hispanohablantes deben llamar al 1-888-885-4525 para obtener más información y asistencia.

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Keep Reading

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

BASIC INFORMATION

1. Why was this Notice issued?

The Court in the lawsuit known as *Peck v. Progressive Northern Insurance Company, et al.*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00490-SMD-JFR, authorized this Notice because you have a right to know about a proposed settlement of this case. The lawsuit is pending in the United States District Court for the District of New Mexico before Judge Sarah M. Davenport, who entered an Order preliminarily approving this settlement on October 29, 2025. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available to you and how to get them, and who may be eligible. A Final Approval Hearing, at which the Court will consider whether the settlement is fair, reasonable, adequate, and in the best interests of the Class and whether to approve it, is scheduled for February 23, 2026, at 2:00 p.m. Do not contact Judge Davenport or the Clerk of the Court with questions about this settlement or the lawsuit.

2. Where can I get additional information about the settlement?

This Notice is intended to summarize the Settlement. More details are set forth in a Settlement Agreement. If you want a copy of the Settlement Agreement, additional information, or have questions, call 1-888-885-4525 or visit www.NMUIMSettlement.com.

3. What is the significance of capitalized words in this Notice?

Capitalized words in this Notice correspond to terms that are defined in the Settlement Agreement in paragraphs 13–48. Some of these defined terms are also set out in this Notice, but for those that are not, you can refer to the Settlement Agreement, which can be obtained by visiting www.NMUIMSettlement.com.

4. Which insurance companies are part of this settlement?

The settlement includes the automobile insurance companies identified on the cover page of this Notice. Collectively, those companies are referred to throughout this Notice as “Progressive.”

5. What is this lawsuit about?

This lawsuit relates to stacked Uninsured and Underinsured Motorist Coverage (referred to throughout this notice as “UM/UIM Coverage”) on single vehicle automobile or specialty insurance policies. The Plaintiff has alleged that Progressive sold stacked UM Coverage where they insured a single vehicle and charged a higher premium than on single vehicle policies without stacked coverage. Plaintiff has alleged that there was no benefit to the higher premium charged and that the stacked coverage was illusory and otherwise violated New Mexico law. Progressive denies all allegations of wrongdoing.

6. What is Uninsured Motorist/Underinsured Motorist Coverage?

UM/UIM Coverage refers to a type of automobile insurance, which covers an Insured for damages he or she is legally entitled to recover from the driver or owner of an Uninsured or Underinsured Motor Vehicle for Bodily Injury or Property Damage. An Uninsured or Underinsured driver is a driver who either has no liability insurance coverage, or has liability insurance, but in an amount that is less than the UM/UIM Bodily Injury and Property Damage coverage available to the Insured.

7. What is stacked and unstacked UM/UIM Coverage?

When an Insured has multiple vehicles and selects stacked UM/UIM Coverage, the Insured has UM/UIM Coverage equal to the number of vehicles owned (or a lesser number of two or more) times the UM/UIM Coverage limit amounts. Unstacked UM Coverage is when an insured has rejected stacking and thus only has the amount of UM Coverage selected in the first place available.

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

8. What is a Progressive Policy (or Progressive Policies)?

“Progressive Policy” (or “Progressive Policies”) means all automobile insurance policies issued in New Mexico by any of the insurance companies listed on the cover page of this Notice, that were issued, renewed, or in effect during the Class Period and where the Insureds paid for stacked UM Coverage where only one vehicle was insured. For purposes of this Notice and class action, automobile policies include policies covering motorcycles and recreational vehicles.

9. What is the Class Period?

The Class Period covers Progressive Policies issued, renewed, or in effect between January 1, 2009, and April 30, 2025.

10. Who is an Insured?

For purposes of the Settlement, the term “Insured” includes the Named Insured or Insureds on the Progressive Policy or any individual who paid the premiums for a Progressive Policy.

11. Why is this a class action?

In a class action, one or more people called a “Class Representative” (in this case, Jeremy Peck) sue on behalf of people who may have similar claims. All these people constitute a “Settlement Class” and are known as “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

12. Why is there a settlement?

The Court has not decided this case for or against either side. Instead, both sides have agreed to settle. That way, they avoid the cost of a trial and other court proceedings and the risk of losing, and the people who qualify may receive compensation. The Class Representative and Class Counsel think the settlement is in the best interest of all Settlement Class Members. The settlement does not mean that Progressive did anything wrong.

WHO IS IN THE SETTLEMENT?

13. How do I know if I am part of the settlement?

The “Settlement Class” means all Progressive policyholders between January 1, 2009, and April 30, 2025, who

- a. resided in New Mexico; and
- b. purchased or otherwise paid for an insurance policy that included stacked UM Coverage while insuring only a single covered vehicle.

There are two different groups of Settlement Class Members. Each is described below.

“Automatic Payments” group members are those Settlement Class Members who purchased/paid for stacked UM/UIM Coverage where only a single vehicle was covered at any time from May 10, 2018, through April 30, 2025. Automatic Payments members are those in the time period where no statute of limitations defense was available to Progressive. The Automatic Payments group is further divided into those entitled to ten dollars (\$10) or more and those entitled to less than that amount, as far as processing and steps to obtaining payment are concerned, as outlined below.

“Valid Claims for Other Payments” group members are those Settlement Class Members who purchased/paid for stacked UM/UIM Coverage where a single vehicle was covered at any time from January 1, 2009, through May 9, 2018. Other Payments members are those in the time period where a statute of limitations defense may have been available to Progressive. Other Payments members may receive less than the full amount of the difference between premiums paid for stacked UM/UIM Coverage and unstacked UM/UIM Coverage on single vehicles, depending on the number of Claims made by Other Payments members. The total amount allocated to Other Payments members is no less than \$37,000 and no more than \$75,000.

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

14. Are there some people who are excluded from the settlement?

YES. There are some people who are excluded from the Settlement Class and Automatic Payments and Other Payments groups. **Read carefully to determine if you are excluded.**

Settlement Class Exclusions:

The following are excluded from the Settlement Class: (1) any persons who make a timely election to be excluded [i.e., opt out of the Settlement Class], as discussed further below; (2) any Claimant who has separately filed suit against any of the Released Parties up to the Notice Date, the subject of which suit is based on or contests the value or benefits provided for stacked UM/UIM Coverage on a single vehicle insurance policy; (3) any of the Judge[s] presiding over the Action; and (4) Progressive and any employee of Progressive.

SETTLEMENT BENEFITS – WHAT YOU GET

15. What does the settlement provide?

Under this settlement, Progressive will pay one million seven hundred sixty-five thousand six hundred six dollars and thirteen cents (\$1,765,606.13) into a Settlement Fund. Progressive also has agreed that it no longer will sell stacked UM/UIM Coverage on single vehicle policies.

Progressive has agreed to make automatic payments to Automatic Payments members. The amount for each Insured is the difference between the premium amounts paid for single vehicle stacked UM/UIM Coverage and the premium amounts that would have been paid for single vehicle unstacked UM/UIM Coverage. Those Automatic Payments members who are entitled to receive ten dollars (\$10) or more may (i) do nothing and receive a check by mail to the address the Settlement Administrator has on file; (ii) go to the Settlement Website and provide an updated address to which the Settlement Administrator will send the check; or (iii) go to the Settlement Website and elect a payment method other than check (e.g., PayPal, Venmo, EpiqPay) to receive payment. The Settlement Administrator shall make the Settlement Class Payments pursuant to the Settlement Class Members' response or non-response to this Notice consistent with the above within forty-five (45) days of the Effective Date.

Automatic Payments members who are entitled to receive less than ten dollars (\$10) shall have various options to receive a Settlement Class Payment (e.g., check, Paypal, Venmo, EpiqPay) and shall have ninety (90) days after the Notice Date to select a payment option.

Other Payments members will follow procedures similar to Automatic Payments members entitled to less than \$10 but shall be required to submit a Claim Form and select a payment method. Other Payments will be no less than \$37,000 in the aggregate and no more than \$75,000 in the aggregate. No Other Payments member shall receive more than 100% of the difference in premium payments, but may receive less depending on the number of Other Payments Claims made.

The Settlement Administrator shall determine whether all Claims are valid.

16. When will I get my potential repayment?

As set forth above, for Automatic Payments members entitled to \$10 or more, Progressive will send payments within 45 days of the Effective Date. Failure to update personal information on the Settlement Website upon receipt of this Notice may delay your payment.

For Automatic Payments members entitled to less than \$10, Progressive will send payments within 45 days of the Effective Date. Failure to select a payment method will result in forfeiture of the payment.

Other Payments members will receive payment within 45 days of the Settlement Administrator's determination that there are sufficient unclaimed funds to pay all Claims made by Other Payments members or within 45 days of additional payment made by Progressive of necessary additional funds upon the Settlement Administrator's determination that such additional funds are needed. This latter determination cannot occur sooner than 180 days after the Effective Date of the Agreement.

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

17. Can Claims be made on behalf of a deceased Settlement Class Member?

YES. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Class Payment to the Settlement Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Progressive's Counsel.

18. What happens to any funds not claimed or paid out?

Any unclaimed or forfeited funds left over shall be paid to the non-profit Equal Access to Justice, Inc., subject to the Court's approval.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT OR OBJECT TO THE SETTLEMENT

19. How do I exclude myself from the settlement?

If you are a Settlement Class Member, you have the right and ability to exclude yourself from the Settlement Class. In order to validly be excluded from the settlement, the potential Settlement Class Member must send a letter that says he or she wants to be excluded from the settlement in *Jeremy Peck v. Progressive Northern Insurance Company, et al.*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00490-SMD-JFR, to Progressive and Class Counsel at the addresses identified in this Notice. The letter must include the Settlement Class Member's name, address, and signature and be postmarked by **January 12, 2026**.

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

NO. Unless you timely exclude yourself, you will be in the Settlement Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Progressive concerning the factual allegations, claims, or issues in this case, that you are releasing various claims and parties, as further detailed in paragraphs 35 and 36 of the Settlement Agreement, and that issue and claim preclusion and *res judicata* principles will apply to the fullest extent. It also means that all the Court's orders in this case will apply to you and legally bind you.

21. If I exclude myself, can I get a payment from this settlement?

NO. If you timely exclude yourself, you cannot participate in this settlement, but you will retain all rights, claims, and causes of action that you might have against Progressive or the other Released Parties (as defined below and in the Settlement Agreement) should you choose to sue any of them on your own. You will not be legally bound by anything that happens in this lawsuit.

22. How do I tell the Court if I do not agree with or object to the settlement?

If you do not exclude yourself from the Settlement Class pursuant to the procedures described in question 19 above, you can object to the settlement. To be valid, an objection must include: (a) the objector's full name, address, telephone number, and email address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation).

In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three [3] years; (b) a list, by case name, court, and docket number, of all other cases in which the objector's lawyer [on behalf of any person or entity] has filed an objection to any proposed class action settlement within the last three [3] years; and (c) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

To be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the United States District Court for the District of New Mexico, no later than **January 12, 2026**. Settlement Class Members must **mail** a copy of their objection to the following three different places postmarked no later than **January 12, 2026**.

Court	Class Counsel	Progressive's Counsel
U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd NW Suite 270 Albuquerque, NM 87102	Geoffrey Romero Romero, Harada & Winters 4801 All Saints Road NW Albuquerque, NM 87120 Phone: (505) 247-3338 Fax: (505) 271-1539 Geoff@RHWLawNM.com	Michael E. Mumford Baker Hostetler LLP 127 Public Square Suite 2000 Cleveland, OH 44114

23. What is the difference between objecting and asking to be excluded?

Objecting means you are telling the Court that you disagree with something about the settlement. You can only object if you intend to stay in the Settlement Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

YES. For purposes of this settlement, the Court has appointed the following attorneys as Class Counsel to represent you and the other Settlement Class Members.

Geoffrey R. Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, NM 87120

Ray M. Vargas II, Esq.
The Vargas Law Firm LLC
807 Silver Avenue, SW
Albuquerque, NM 87102

Paul Zebrowski
Thomas A. Biscup
Zebrowski Law
4801 All Saints Road NW
Albuquerque, NM 87120

25. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys' fees of up to, but not to exceed, \$977,609.04, inclusive of all fees, costs, and applicable New Mexico gross receipts tax, and ask the Court to order a Service Award Payment to the Plaintiff Class Representative Jeremy Peck of up to, but not to exceed, \$20,000. Approved fees and Service Award Payment amounts will be paid by Progressive. The Court may award less than these amounts. You will not be required to pay any portion of these attorneys' fees and other costs and the payment of these fees and costs will not affect or reduce the benefits that you may be entitled to under this settlement.

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

THE SETTLEMENT ADMINISTRATOR

26. Who is the Settlement Administrator, and how can I contact the Settlement Administrator?

Epiq shall act as the Settlement Administrator. Claim Forms and other documents identified in this Notice and the settlement should be mailed or provided to Epiq, whose contact information is:

**P.O. Box 3339
Portland, OR 97208-3339
www.NMUIMSettlement.com
1-888-885-4525**

THE COURT'S FINAL APPROVAL HEARING

27. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **2:00 p.m. on February 23, 2026**, at the U.S. District Court, District of New Mexico, United States Courthouse, 100 N. Church Street, Las Cruces, New Mexico, before the Honorable Judge Sarah M. Davenport to determine whether to approve the Settlement as fair, adequate, and reasonable, among other considerations, and to address any objections.

The purpose of the Final Approval Hearing will be for the Court to consider whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. If the Court approves the settlement, a final judgment approving the settlement, dismissing the lawsuit, and ordering the declaratory relief sought (the "Judgment") will be issued. If the Court disapproves the settlement, then the lawsuit will continue, and the rights and duties set out in the settlement will be void as if no settlement had been reached.

28. Do I have to come to the Final Approval Hearing?

NO. Class Counsel and Defense Counsel will answer any questions the Court may have, but you are welcome to attend at your own expense.

29. May I speak at the Final Approval Hearing?

YES. If you wish to speak at the Final Approval Hearing, you are permitted to do so.

30. When will the settlement become effective?

Even if the Court approves the settlement, it will not become effective unless and until all the events occur as provided in Paragraph 23 of the Settlement Agreement defining "Effective Date" and describing the conditions necessary for the Effective Date to occur.

If the Effective Date does not occur, or the settlement falls through, then the lawsuit will continue, and the rights and duties set out in the settlement will be void as if no settlement had been reached.

THE EFFECT OF THE SETTLEMENT

31. What am I giving up if I stay in the Settlement Class?

If the Effective Date occurs and the settlement becomes final, as set forth in the Settlement Agreement, then Settlement Class Members, except those who file a proper and timely notice of intent to be excluded or "opt out," will be subject to this settlement. This means that unless you exclude yourself, you will remain in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against any of the Released Parties asserting any of the Released Claims. It also means that all of the Court's orders in this case will apply to you and legally bind you. If you stay in the Settlement Class, you are releasing various claims and parties, as described below and in the Settlement Agreement.

FOR QUESTIONS, CALL 1-888-885-4525 OR VISIT WWW.NMUIMSETTLEMENT.COM

Released Claims

“Released Claims” means any and all claims, rights, demands, charges, complaints, causes of action, liabilities, and damages of any and every kind and nature that either has been asserted, was asserted, or could have been asserted, by any of the Releasing Parties against any of the Released Parties in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other sources, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, including, without limitation, (a) any and all claims that arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the Complaint filed in the Action; (b) any and all claims disputing the value or benefit of stacked UM/UIM Coverage on single vehicle insurance policies sold and issued by Progressive; and (c) any and all claims related to or arising out of Progressive’s failure to offer Plaintiff or any Settlement Class Member the opportunity to select or reject stacked UM/UIM Coverage upon the addition of a second or additional vehicle to such person’s insurance policy.

Released Parties

“Released Parties” or “Released Party” means Progressive Northern Insurance Company, Progressive Advanced Insurance Company, Progressive Casualty Insurance Company, Progressive Classic Insurance Company, Progressive Commercial Casualty Company, Progressive Direct Insurance Company, Progressive Max Insurance Company, Progressive Northwestern Insurance Company, Progressive Preferred Insurance Company, Progressive Specialty Insurance Company, Progressive West Insurance Company, National Continental Insurance Company, and United Financial Casualty Company, and each of their respective past and present parent companies, subsidiaries, affiliates, related entities, successors, assigns, officers, directors, shareholders, members, agents, employees, representatives, attorneys, administrators, independent agents of Progressive and their employees, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action, and each of their respective past and present predecessors, successors, assigns, officers, directors, shareholders, members, agents, employees, representatives, attorneys, administrators, independent agents of Progressive and their employees, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action.