

JURISDICTION AND VENUE

4. Progressive DENIES the allegations contained in Paragraph 4 of Plaintiffs' Second Amended Petition.

5. Progressive DENIES the allegations contained in Paragraph 5 of Plaintiffs' Second Amended Petition.

CLASS ACTION ALLEGATIONS

6. Progressive ADMITS that Plaintiffs attempt to bring this action as defined, but to the extent that there are any factual allegations against Progressive, they are DENIED. Progressive further STATES that Plaintiffs have failed to state a claim, and further STATES that a class action is not appropriate for Plaintiffs' purported class definition.

7. Progressive ADMITS that Plaintiffs purport to bring a putative class action and to be representatives for a class as stated in Paragraph 7 of Plaintiffs' Second Amended Petition, but DENIES any factual allegations against Progressive and DENIES that this case is appropriate for certification as a class action, that the proposed class definition is appropriate, or that Plaintiffs are appropriate class representatives.

8. Progressive lacks sufficient information to form a belief as to the truthfulness of the allegations contained in Paragraph 8 of Plaintiffs' Second Amended Petition and therefore DENIES same.

9. Progressive ADMITS that Plaintiffs purport to certify a class as set forth in the allegation, but DENIES any factual allegations against Progressive, and DENIES that this case is appropriate for certification as a class action.

10. Progressive ADMITS that this case is brought pursuant to Supreme Court Rule 52.08, but DENIES any factual allegations against Progressive, and DENIES that this case is appropriate for certification as a class action under Rule 52.08.

Numerosity – Rule 52.08(a)(1)

11. Progressive DENIES the allegations contained in Paragraph 11 of Plaintiffs' Second Amended Petition, and DENIES that any class certification is appropriate.

Existence of Common Questions of Law and/or Fact – Rule 52.08(a)(2)

12. Progressive DENIES the allegations contained in Paragraph 12 of Plaintiffs' Second Amended Petition, including all sub-parts contained therein.

13. Progressive DENIES the allegations contained in Paragraph 13 of Plaintiffs' Second Amended Petition, including all sub-parts contained therein.

Typicality – Rule 52.08(a)(3)

14. Progressive DENIES the allegations contained in Paragraph 14 of Plaintiffs' Second Amended Petition.

Adequacy of Representation – Rule 52.08(a)(4)

15. Progressive DENIES the allegations contained in Paragraph 14 of Plaintiffs' Second Amended Petition relating to Plaintiff Armon and STATES it lacks sufficient information to form a belief as to the truthfulness of the remaining allegations contained in Paragraph 14 of Plaintiffs' Second Amended Petition relating to counsel and therefore DENIES same.

Risk of Inconsistent and/or Varying Adjudications – Rule 52.08(b)(1)

16. Progressive DENIES the allegations contained in Paragraph 16 of Plaintiffs' Second Amended Petition.

17. Progressive DENIES the allegations contained in Paragraph 17 of Plaintiffs' Second Amended Petition.

18. Progressive DENIES the allegations contained in Paragraph 18 of Plaintiffs' Second Amended Petition.

19. Progressive DENIES the allegations contained in Paragraph 19 of Plaintiffs' Second Amended Petition.

The Need For Final Injunctive and/or Declaratory Relief – Rule 52.08(b)(2)

20. Progressive DENIES the allegations contained in Paragraph 20 of Plaintiffs' Second Amended Petition.

21. Progressive DENIES the allegations contained in Paragraph 21 of Plaintiffs' Second Amended Petition, including all sub-parts contained therein.

Common Questions of Law and/or Fact Predominate – Rule 52.08(b)(1)

22. Progressive DENIES the allegations contained in Paragraph 22 of Plaintiffs' Second Amended Petition.

Superiority – Rule 52.08(b)(3)

23. Progressive DENIES the allegations contained in Paragraph 23 of Plaintiffs' Second Amended Petition.

GENERAL ALLEGATIONS

24. Progressive ADMITS that Plaintiff entered into insurance contracts with the Defendant, known as a "Missouri Commercial Auto Policy," but DENIES the remaining allegations.

25. Progressive ADMITS that Plaintiffs' contracts purported to provide automobile collision and comprehensive insurance coverage, but is without sufficient information to admit or deny allegations relating to other contracts, and they are therefore DENIED.

26. Progressive ADMITS the allegations as they relate to Plaintiffs in that they provided Stated Amount as part of their coverage, but DENIES the remaining allegations, and is without sufficient information to admit or deny allegations relating to other purported class members, and they are therefore DENIED.

27. Progressive ADMITS that the Stated Amount was a factor in determining premiums, but DENIES the remaining allegations contained in Paragraph 26 of Plaintiffs' Second Amended Petition.

28. Progressive DENIES the allegations contained in Paragraph 28 of Plaintiffs' Second Amended Petition.

29. Progressive DENIES the allegations contained in Paragraph 29 of Plaintiffs' Second Amended Petition.

30. Progressive DENIES the allegations contained in Paragraph 30 of Plaintiffs' Second Amended Petition.

COUNT I
PLAINTIFF DONALD ARMON SR.
BREACH OF CONTRACT

COMES NOW Defendant Progressive, and for its Separate Answer to Count I of Plaintiffs' Second Amended Petition STATES, ADMITS and DENIES as follows:

31. For answer to Paragraph 31 of Plaintiffs' Second Amended Petition, Progressive incorporates its statements, averments, denials, and responses to Paragraphs 1 through 30 of Plaintiffs' Second Amended Petition as if they were set out at length herein.

32. Progressive DENIES the allegations contained in Paragraph 32 of Plaintiffs' Second Amended Petition.

33. Progressive ADMITS that Plaintiff Armon purchased a Commercial Automobile Insurance Policy and that the policy insured a 1992 International 4000 Series 4600, but DENIES the remaining allegations contained in Paragraph 33 of Plaintiffs' Second Amended Petition.

34. Progressive ADMITS that Plaintiff suffered a loss, but lacks sufficient information to form a belief as to the truthfulness of the remaining allegations contained in Paragraph 34 of Plaintiffs' Second Amended Petition, and therefore DENIES same.

35. Progressive lacks sufficient information to form a belief as to the truthfulness of the allegations contained in Paragraph 35 of Plaintiffs' Second Amended Petition and therefore DENIES same.

36. Progressive lacks sufficient information to form a belief as to the truthfulness of the allegations contained in Paragraph 36 of Plaintiffs' Second Amended Petition and therefore DENIES same.

37. Progressive DENIES the allegations contained in Paragraph 37 of Plaintiffs' Second Amended Petition.

38. Progressive lacks sufficient information to form a belief as to the truthfulness of the allegations contained in Paragraph 38 of Plaintiffs' Second Amended Petition, and therefore DENIES same.

39. Progressive DENIES the allegations contained in Paragraph 39 of Plaintiffs' Second Amended Petition.

40. Progressive DENIES the allegations contained in Paragraph 40 of Plaintiffs' Second Amended Petition.

41. Progressive DENIES the allegations contained in Paragraph 41 of Plaintiffs' Second Amended Petition.

42. Progressive DENIES the allegations contained in Paragraph 42 of Plaintiffs' Second Amended Petition.

COUNT II
PLAINTIFF DENNIS LAGARES
BREACH OF CONTRACT

COMES NOW Defendant Progressive, and for its Separate Answer to Count I of Plaintiffs' Second Amended Petition STATES, ADMITS and DENIES as follows:

43. For answer to Paragraph 43 of Plaintiffs' Second Amended Petition, Progressive incorporates its statements, averments, denials, and responses to Paragraphs 1 through 30 of Plaintiffs' Second Amended Petition as if they were set out at length herein.

44. Progressive DENIES the allegations contained in Paragraph 44 of Plaintiffs' Second Amended Petition.

45. Progressive ADMITS that Plaintiff Lagares purchased a Commercial Automobile Insurance Policy and that it insured six vehicles, but DENIES the remaining allegations contained in Paragraph 45 of Plaintiffs' Second Amended Petition.

46. Progressive ADMITS the allegations contained in Paragraph 46 of Plaintiffs' Second Amended Petition.

47. Progressive ADMITS the allegations contained in Paragraph 47 of Plaintiffs' Second Amended Petition.

48. Progressive ADMITS that it informed Plaintiff Lagares that the actual cash value of the vehicle was \$4,111.00, and that the loss was considered to be a total loss and that Lagares was entitled to receive \$4,111.00 less deductible. Progressive DENIES the remaining allegations contained in Paragraph 36 of Plaintiffs' Second Amended Petition.

49. Progressive DENIES the allegations contained in Paragraph 49 of Plaintiffs' Second Amended Petition.

50. Progressive lacks sufficient information to form a belief as to the truthfulness of the allegations contained in Paragraph 50 of Plaintiffs' Second Amended Petition, and therefore DENIES same.

51. Progressive DENIES the allegations contained in Paragraph 51 of Plaintiffs' Second Amended Petition.

52. Progressive DENIES the allegations contained in Paragraph 52 of Plaintiffs' Second Amended Petition.

53. Progressive DENIES the allegations contained in Paragraph 53 of Plaintiffs' Second Amended Petition.

54. Progressive DENIES the allegations contained in Paragraph 54 of Plaintiffs' Second Amended Petition.

COUNT III
BREACH OF COVENANT OF
GOOD FAITH AND FAIR DEALING

COMES NOW Defendant Progressive, and for its Separate Answer to Count III of Plaintiffs' Second Amended Petition STATES, ADMITS and DENIES as follows:

55. For answer to Paragraph 55 of Plaintiffs' Second Amended Petition, Progressive incorporates its statements, averments, denials, and responses to Paragraphs 1 through 30 of Plaintiffs' Second Amended Petition as if they were set out at length herein.

56. Progressive STATES that there are no factual allegations contained in Paragraph 56 and therefore no response is necessary. To the extent Paragraph 56 contains any factual allegations regarding Progressive, Progressive DENIES the allegations contained in Paragraph 56 of Plaintiffs' Second Amended Petition.

57. Progressive DENIES the allegations contained in Paragraph 57 of Plaintiffs' Second Amended Petition.

58. Progressive DENIES the allegations contained in Paragraph 58 of Plaintiffs' Second Amended Petition.

COUNT IV
BREACH OF CONTRACT -
VALUED POLICY CONTRACT

COMES NOW Defendant Progressive, and for its Separate Answer to Count IV of Plaintiffs' Second Amended Petition STATES, ADMITS and DENIES as follows:

59. For answer to Paragraph 59 of Plaintiffs' Second Amended Petition, Progressive incorporates its statements, averments, denials, and responses to Paragraphs 1 through 30 of Plaintiffs' Second Amended Petition as if they were set out at length herein.

60. Progressive ADMITS that loss by fire was one potential type of loss covered by the policy, but DENIES the remaining allegations contained in Paragraph 60 of Plaintiffs' Second Amended Petition.

61. Progressive DENIES the allegations contained in Paragraph 61 of Plaintiffs' Second Amended Petition.

62. Progressive DENIES the allegations contained in Paragraph 62 of Plaintiffs' Second Amended Petition.

63. Progressive DENIES the allegations contained in Paragraph 63 of Plaintiffs' Second Amended Petition.

64. Progressive DENIES the allegations contained in Paragraph 64 of Plaintiffs' Second Amended Petition.

COUNT V
BREACH OF CONTRACT -
CONTRACT OF ADHESION/
REASONABLE EXPECTATIONS

COMES NOW Defendant Progressive, and for its Separate Answer to Count V of Plaintiffs' Second Amended Petition STATES, ADMITS and DENIES as follows:

65. For answer to Paragraph 65 of Plaintiffs' Second Amended Petition, Progressive incorporates its statements, averments, denials, and responses to Paragraphs 1 through 30 of Plaintiffs' Second Amended Petition as if they were set out at length herein.

66. Progressive DENIES the allegations contained in Paragraph 66 of Plaintiffs' Second Amended Petition.

67. Progressive STATES that there are no factual allegations contained in Paragraph 67 and therefore no response is necessary. To the extent Paragraph 67 contains any factual allegations regarding Progressive, Progressive DENIES the allegations contained in Paragraph 67 of Plaintiffs' Second Amended Petition.

68. Progressive DENIES the allegations contained in Paragraph 68 of Plaintiffs' Second Amended Petition.

69. Progressive DENIES the allegations contained in Paragraph 69 of Plaintiffs' Second Amended Petition.

70. Progressive DENIES the allegations contained in Paragraph 70 of Plaintiffs' Second Amended Petition.

71. Except as otherwise admitted herein, this Defendant DENIES each and every other allegation, averment, statement, fact and/or conclusion plead or averred in Plaintiffs' Second Amended Petition.

AFFIRMATIVE DEFENSES

1. Plaintiffs fail to state a claim against Progressive upon which relief may be granted.

2. Plaintiffs' declaratory and injunctive claims fail because Plaintiffs fail to state a justiciable controversy and/or because they are not based on a cause of action that supports injunctive relief.

3. Progressive has not failed to perform or breached any contractual obligation or agreement.

4. Plaintiffs have failed to mitigate the damages, if any, which they allege they incurred.

5. Plaintiffs' class allegations should be dismissed on the grounds that Plaintiffs have failed to meet the requirements set forth in Mo. R. Civ. P. 52.08, and Plaintiffs' purported class definition is overbroad.

6. Plaintiffs' claims against Progressive are barred by the doctrines of laches, waiver, estoppel, unclean hands, and *in pari delicto*.

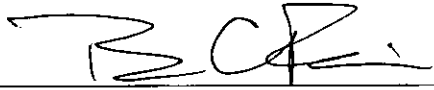
7. Progressive reserves the right to amend its Answer to assert such other, further and additional defenses as are warranted and otherwise determined to be necessary during the pendency of this lawsuit.

WHEREFORE, having fully answered Plaintiffs' Second Amended Class Action Petition, Defendant United Financial Casualty Company d/b/a Progressive Insurance Company prays that Plaintiffs go hence, *sine die*, having and recovering nothing from Progressive, that Progressive recover its costs incurred herein from Plaintiffs, that the Court grant Progressive an award of expenses, and that the Court grant Progressive such other and further relief as the Court deems is just and proper in the premises.

October 19, 2012

Respectfully submitted,

LATHROP & GAGE LLP

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing document was served by Electronic Mail and U.S. First-Class Mail, postage prepaid, this 19th day of October, 2012, on the following counsel:

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An Attorney for Defendant