

THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

You may be a class member in a proposed class action settlement if you paid for underinsured motorist (“UIM”) automobile insurance or were injured in a car accident so that you were a policyholder or insured of the below Defendants.

Para recibir esta notificación en español, llame al Administrador del Acuerdo al 1-877-367-8719 o visite AguilarUIMClassSettlement.com.

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

This Notice relates to Carlos Aguilar-Tafoya and Bradley Brewton, both individually and on behalf of other similarly situated individuals v. The Travelers Indemnity Company, The Standard Fire Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty Insurance Company of America, The Travelers Casualty Company, Travelers Casualty Company of Connecticut, Travelers Indemnity Company of America, Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, Travelers Commercial Casualty Company, and Travelers Commercial Insurance Company, Case No. 1:23-0247 JB/JMR.

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

You must submit a Claim Form by September 27, 2026, to receive a payment.

- A settlement has been reached in the lawsuit brought by Carlos Aguilar-Tafoya and Bradley Brewton against The Travelers Indemnity Company, The Standard Fire Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty Insurance Company of America, The Travelers Casualty Company, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Indemnity Company of America, Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, Travelers Commercial Casualty Company, and Travelers Commercial Insurance Company (“Defendants”). Plaintiffs alleged generally that Defendants collected premiums for illusory or misleading UIM motorist automobile insurance coverage and improperly applied offsets from UIM coverage for amounts paid as a result of automobile accidents by liable parties.
- This Settlement establishes a process for certain individuals involved in automobile accidents that may have been caused, in whole or in part, by an underinsured driver to submit claims and **potentially receive a monetary payment**. This is true even if you
 - (1) are no longer insured with Defendants;
 - (2) were not the named insured, but instead a passenger in, or an authorized driver of, a vehicle covered by Defendants during the Class Period;
 - (3) previously made a claim; or
 - (4) have never made a claim.
- For every Settlement Class Member who submits a claim, the Settlement entitles eligible Settlement Class Members to payment of additional UIM benefits or a return of 29% of the premiums that were collected for UIM bodily injury benefits.
- Defendants deny all allegations of wrongdoing and liability.
- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 4) how to object to the Settlement; and 5) how to get more information about the Settlement.

Keep Reading

**FOR QUESTIONS, CALL 1-877-367-8719 OR
VISIT AguilarUIMClassSettlement.com.**

YOUR LEGAL RIGHTS AND OPTIONS

SUBMIT A CLAIM FORM	<p>You can submit a Claim Form electing one of the payments described in this Notice.</p> <p>YOU MUST SUBMIT A CLAIM FORM TO RECEIVE A PAYMENT.</p> <p>If you submit a claim, you give up your rights to sue the Defendants over the claims released in the Settlement.</p>	<u>September 27, 2026</u>
EXCLUDE YOURSELF	<p>If you exclude yourself (“opt out”), you will not be included in the Settlement. You will receive no benefits, and you will keep any rights you currently have to sue Defendants.</p>	<u>June 29, 2026</u>
OBJECT	<p>If you disagree with the Settlement and do not exclude yourself, you can write to the Court to explain your objection.</p>	<u>June 29, 2026</u>
DO NOTHING	<p>If you do nothing, you will not receive any payment, and you will give up your right to sue Defendants about the claims in the case.</p>	

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

Keep Reading

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VISIT AguilarUIMClassSettlement.com.**

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because Plaintiffs and Defendants have resolved a class action alleging that UIM coverage was misleading where Defendants collected premiums and reserved the right to apply an offset to completely or partially eliminate UIM benefits.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights.

2. How do I know if I am a member of the Settlement Class?

You may be a member of the class action (a “Settlement Class Member”) against Defendants if you were a New Mexico policyholder or had UIM coverage with The Travelers Indemnity Company, The Standard Fire Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty Insurance Company of America, The Travelers Casualty Company, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Indemnity Company of America, Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, Travelers Commercial Casualty Company, or Travelers Commercial Insurance Company between January 1, 2015, and August 16, 2022 (the “Class Period”).

The Settlement Class is defined as all individuals (and their heirs, executors, administrators, successors, and assigns) who, during the Class Period, were insured under New Mexico automobile insurance policies issued by Defendants which included UIM coverage. Excluded from the Settlement Class are all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

You received this Notice because Defendants’ records indicate you may be a member of the Settlement Class.

3. What is this lawsuit about?

Plaintiffs alleged generally that Defendants, which also includes their predecessors, successors, and assigns, breached their contracts (insurance policies) and violated the law by failing to pay certain amounts to Plaintiffs and other New Mexico insureds who submitted claims for UIM benefits during the Class Period. Specifically, the Complaint filed in this Action alleges generally that Defendants sold “illusory” or misleading UIM coverage in New Mexico automobile insurance policies by failing to explain the effect of an offset against UIM coverage of the tortfeasor’s liability coverage pursuant to *Schmick v. State Farm Mutual Automobile Insurance Company*, 1985-NMSC-073, 103 N.M. 216, 704 P.2d 1092. Defendants maintain that they complied with the terms of the insurance policies and applicable law, have numerous merits and class defenses, deny that they acted wrongfully or unlawfully, and continue to deny all allegations.

4. Why is this a class action? Why is there a proposed Settlement?

A class action is a lawsuit in which one or more individuals (called “class representatives”) bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class” or “Class Members.” In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who ask in writing to be excluded from the Class.

This lawsuit is the case described above. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The Class Representatives and their attorneys think the Settlement is best for the Settlement Class. The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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VISIT AguilarUIMClassSettlement.com.**

5. What does the Settlement provide?

As a part of the Settlement, Defendants have agreed to pay eligible Settlement Class Members as follows:

- For Settlement Class Members whose claims involved wrongful death, Defendants will “auto-pay” the UIM offset, to the extent any offset was applied.
- Settlement Class Members other than those with claims involving wrongful death can make an election to recover either under a premium formula or under a claim formula, but not both.
- Settlement Class Members who elect payment under a premium formula will receive 29% of all UIM premiums paid by the Settlement Class Member during the pendency of their insurance coverage with Defendants during the Class Period.
- Settlement Class Members who elect payment under a claim formula will have their UIM claim re-adjusted without application of the UIM offset (i.e., the amount your UIM benefits were reduced by the amount of the at-fault driver’s liability coverage), to the extent any offset was applied. **Depending on your damages, however, you may receive less than the full amount of the offset, or nothing, if you elect this option.** If you elect this option you may, upon request, be required to provide supporting documentation as to your claim. A Neutral Evaluator shall resolve any disagreements over value with respect to Settlement Class Members who elect payment under this option. The Neutral Evaluator’s decision will be final and non-appealable. The process for obtaining review by the Neutral Evaluator is set forth in the Settlement Agreement. If you were already paid UIM coverage with no UIM offset, you are not eligible for payment under the claim formula. If you choose to pursue this Option, you will not be eligible for payment under the premium option, regardless of the results of any claim re-evaluation.

In exchange, Plaintiffs and the members of the Settlement Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of additional UIM benefits. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you will not be eligible for payment but will maintain your rights against Defendants individually and separately. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

Defendants will separately pay for the costs of notifying Settlement Class Members and administering the Settlement, and any Court-approved award for attorneys’ fees and reimbursement for litigation expenses. (See Question 12 below.)

More details about the Settlement are in the Settlement Agreement and other documents available at AguilarUIMClassSettlement.com.

6. How can I get payment from the Settlement?

To receive payment from the Settlement, you **MUST** submit a Claim Form. How much you get will depend on the information you provide with your Claim Form.

The details are as follows:

Option 1: Settlement Class Members with claims involving wrongful death may do nothing and stay in the case. If the claim does not involve wrongful death, a Claim Form must be submitted to receive payment.

If you represent a wrongful death claimant and do nothing and you are eligible for a payment, Defendants will automatically send you a Settlement Payment of the entire offset amount if you are eligible for one. You will be bound by the terms of the Settlement and will release any claim against Defendants. If you are a claimant not claiming based on a wrongful death, you must submit a claim form requesting reevaluation of your claim with no offset applied. You will be bound by the terms of the Settlement and will release any claims against Defendants.

Option 2: Settlement Class Members not submitting a claim for a claim reevaluation may instead submit a claim for a partial return of UIM premium.

If you submit a valid Claim Form and you are eligible for a payment, Defendants will send you a Settlement Payment of 29% of your UIM premium for all the policy periods during the Class Period where you were insured by Defendants if you are eligible for one. You will be bound by the terms of the Settlement and will release any claims against Defendants.

**FOR QUESTIONS, CALL 1-877-367-8719 OR
VISIT AguilarUIMClassSettlement.com.**

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit AguilarUIMClassSettlement.com, click “Submit a Claim Form” at the top of the page, and follow the instructions. You can also submit a hard copy of a Claim Form by printing one from the Settlement Website or requesting one by U.S. Mail from the Claims Administrator. Hard copy Claim Forms can be mailed to the following address:

Aguilar-Tafoya and Brewton v. Travelers
c/o Claims Administrator
P.O. Box 5413
Portland, OR 97228-5413

For your claim to be valid and timely, your Claim Form must be received by the Claims Administrator via the Settlement Website or postmarked by mail no later than **September 27, 2026**.

8. Who decides my Settlement Claim and how do they do it?

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim, and it will not be paid.

9. When would I get my payment from the Settlement?

Payments will not be sent until the Court grants final approval of the Settlement and any objections or appeals are resolved. Payments for Option 1 claims will be made no later than 90 days after the Claim Deadline, or within 30 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Payments for Option 2 claims will be made no later than 60 days after the Claims Deadline. Updates will be provided on the Settlement Website, AguilarUIMClassSettlement.com.

10. What am I giving up to receive a payment and stay in the Settlement?

If you remain in the Settlement Class and the Settlement is approved, you will give up your right to take legal action against the Defendants on your own for the claims described in the Settlement Agreement. The Settlement Agreement describes the Released Claims in further detail and is available at AguilarUIMClassSettlement.com. You will also be bound by any decisions by the Court relating to the Settlement.

As described in Question 6 above, if you are a Settlement Class Member whose claim for UIM benefits was denied due to the UIM offset, you can re-submit your claim for Defendants to review again. If Defendants determine that you are not entitled to more damages or an award of damages that is less than the limits of the UIM benefits stated on the applicable policy’s declaration page, that determination can be appealed and reviewed by a neutral third-party. However, on appeal, the determination by the Neutral Evaluator is final.

11. How do I get out of the Settlement?

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **June 29, 2026**, as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive a Settlement Payment or any other benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Defendants separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to the following address:

Aguilar-Tafoya and Brewton v. Travelers
c/o Claims Administrator
P.O. Box 5413
Portland, OR 97228-5413

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VISIT AguilarUIMClassSettlement.com.**

A request for exclusion must be postmarked on or before **June 29, 2026**.

Your request for exclusion must contain the following:

- (1) the name of the lawsuit,
- (2) your full name,
- (3) your current address,
- (4) a clear statement that you wish to be excluded from the Settlement Class, such as “I request exclusion from the Settlement Class,” and
- (5) your signature.

The Claims Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class Member as a legal representative (such as an estate, trust, or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE **JUNE 29, 2026**, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS LAWSUIT, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

12. Do I have a lawyer in this case? How will they be paid?

The Court has appointed the following lawyers, known as Class Counsel, to represent the Settlement Class Members in connection with the Settlement:

Geoffrey Romero (geoff@rhwnmlaw.com)
 Romero, Harada, and Winters, LLC
 4801 All Saints Road NW
 Albuquerque, NM 87120

Corbin Hildebrandt (corbin@hildebrandtlawnm.com)
 Corbin Hildebrandt, P.C.
 2741 Indian School Road NE
 Albuquerque, NM 87106

Kedar Bhasker (kedar@bhaskerlaw.com)
 Law Office of Kedar Bhasker, LLC
 2741 Indian School Road NE, Suite 208
 Albuquerque, NM 87106

Andrea Harris (adh@vozhlaw.com)
 Valle, O’Cleireachain, Zamora, and Harris, P.C.
 1805 Rio Grande Boulevard NW, Suite 2
 Albuquerque, NM 87104

Bryan Williams (bryan@bryan4results.com)
 Williams Injury Law, P.C.
 4801 All Saints Road NW
 Albuquerque, NM 87120

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

In connection with seeking approval of the Settlement, Class Counsel will ask the Court for payment of attorneys’ fees and costs of no more than \$2,100,000 to compensate them for their services in this litigation. Any payment to the lawyers will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys’ fees and expenses that the Court approves will be paid by Defendants.

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 VISIT AguilarUIMClassSettlement.com.**

Payment of these amounts has no impact and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's request, the attorneys' fees and costs will be paid separately by Defendants. You will not be personally responsible for any fees, costs, or expenses incurred by Class Counsel relating to the prosecution of this case.

When Class Counsel's motion for attorneys' fees is filed, it will be posted at AguilarUIMClassSettlement.com. You will have an opportunity to comment on or object to the motion.

13. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself from the Settlement Class pursuant to the procedures described in Question 11 above, you can object to the Settlement or submit a request to intervene in the lawsuit to contest the Settlement by no later than **June 29, 2026**, filing a written notice of intent to object and/or intervene with the Clerk of the Court and sending a copy of the request to Class Counsel and Defense Counsel at the addresses set forth below.

Any request to object or intervene must contain

- (1) a heading which refers to the lawsuit;
- (2) the name, address, telephone number, and signature of the Settlement Class Member filing the objection or intervention request;
- (3) a statement whether the objector or intervenor intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address, and phone number;
- (4) a detailed statement of the specific legal and factual bases for intervention and/or each and every objection, and, if through counsel, a legal memorandum in support of the objection or intervention;
- (5) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing;
- (6) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and
- (7) documentary proof of membership in the Settlement Class.

Contact information for filing and sending your request to object or intervene is provided below:

Clerk of the Court Contact Information

Clerk of the Court for the United States District Court for the District of New Mexico
333 Lomas Blvd NW
Albuquerque, NM 87102

Class Counsel Contact Information

Geoffrey Romero (geoff@rhwnmlaw.com)
Romero, Harada, and Winters, LLC
4801 All Saints Road NW
Albuquerque, NM 87120

Corbin Hildebrandt (corbin@hildebrandtlawnm.com)
Corbin Hildebrandt, P.C.
2741 Indian School Road NE
Albuquerque, NM 87106

Kedar Bhasker (kedar@bhaskerlaw.com)
Law Office of Kedar Bhasker, LLC
2741 Indian School Road NE, Suite 208
Albuquerque, NM 87106

Andrea Harris (adh@vozhlaw.com)
Valle, O'Cleireachain, Zamora, and Harris, P.C.
1805 Rio Grande Boulevard NW, Suite 2
Albuquerque, NM 87104

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VISIT AguilarUIMClassSettlement.com.**

Bryan Williams (bryan@bryan4results.com)
 Williams Injury Law, P.C.
 4801 All Saints Road NW
 Albuquerque, NM 87120

Defense Counsel Contact Information

Steven M. Levy (steven.levy@dentons.com)
 Dentons US LLP
 233 South Wacker Drive, Suite 5900
 Chicago, IL 60606

Jennifer A. Noya (jennifer.noya@modrall.com)
 Modrall Sperling
 500 Fourth Street NW, Suite 1000
 Albuquerque, NM 87102

14. 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.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold its Final Approval Hearing on July 29, 2026, at 9:00 a.m. at the United States District Court for the District of New Mexico, 333 Lomas Boulevard NW, Albuquerque, NM 87102.

The hearing may be moved to a different date or time without additional notice to you. You can check the Settlement Website, AguilarUIMClassSettlement.com, call 1-877-367-8719, or email Info@AguilarUIMClassSettlement.com to confirm the date of the hearing.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

16. What happens at the Final Approval Hearing? Do I need to attend?

You do not have to come to the Final Approval Hearing, but you may attend at your own expense should you wish. Class Counsel will answer any questions the Court may have. If you submit a timely objection or comment regarding the Settlement, the Court will consider it. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so. If you send an objection or comment on the Settlement, you may be able to speak at the Final Approval Hearing, subject to the Court's discretion. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

If the Court approves the Settlement and no appeal is taken, the Claims Administrator will send payments to Settlement Class Members who submitted timely and valid claims no later than 120 days after the Effective Date, or within 30 days after a decision by the Neutral Evaluator in the event a claim is referred to the Neutral Evaluator. Defendants will pay any Class Counsel's Fees and Expense Award, for reevaluation claims, and within 90 days of the Effective Date for premium return claims.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal. If the Court does not approve the Settlement, there will be no settlement payments to Settlement Class Members, Class Counsel, or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

17. How can I get more information?

This Notice summarizes the Settlement. More details are contained in the Settlement Agreement. Key documents and more information about the Settlement are on the Settlement Website: AguilarUIMClassSettlement.com. You also may also contact the Claims Administrator by email at Info@AguilarUIMClassSettlement.com or by phone toll-free at 1-877-367-8719.

**FOR QUESTIONS, CALL 1-877-367-8719 OR
 VISIT AguilarUIMClassSettlement.com.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THE SETTLEMENT OR THE CLAIM PROCESS**

18. What claim(s) against Defendants are Settlement Class Members releasing?

“Released Claims” means any and all past, present, or future claims, rights, demands, charges, complaints, causes of action, liabilities, and damages of any and every kind and nature that either have been asserted, were 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 they are known or Unknown Claims, accrued or unaccrued, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, direct or derivative, class or individual, asserted or unasserted, arising out of, or related or connected in any way with, the claims and causes of action of every kind and description that were or could have been brought, alleged, argued, raised, or asserted in any pleading or court filing in the Action, including, without limitation, (1) any and all claims that arise out of the alleged facts, circumstances, and occurrences underlying the allegations set forth in the Complaints filed in the Action; (2) any and all claims disputing the value of UIM coverage or premiums based on or relating to the Schmick offset or New Mexico being a “gap theory” state with respect to the payment of UIM benefits; and (3) any and all claims related to or arising out of UIM benefits being reduced or denied due to a Schmick offset; (4) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UIM claims; (e) any and all claims arising from or relating to the charging of premiums for Underinsured Motorist insurance coverage, including but not limited to claims for negligence, violations of the New Mexico Unfair Trade Practices Act, violations of the New Mexico Unfair Insurance Practices Act, breach of contract, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post-judgment interest arising from or relating in any way to the allegations in the Action and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Settlement Agreement, as to any of the Released Claims.

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, THE COURT, OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

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VISIT AguilarUIMClassSettlement.com.**