

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Named Class Plaintiffs, Carlos Aguilar-Tafoya and Bradley Brewton, both individually and on behalf of other similarly situated individuals, defined below as Settlement Class Members (“Plaintiffs”), and Defendants, 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 (“Defendants”), by and through their respective counsel.

RECITALS

WHEREAS, Plaintiffs Carlos Aguilar-Tafoya and Bradley Brewton filed a class action 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 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 in the United States District Court for the District of New Mexico (the “Action”); and

WHEREAS, Plaintiffs allege Defendants sold “illusory” or misleading underinsured motorists bodily injury (“UIM”) coverage in New Mexico automobile insurance policies (the “Policies”) by failing to explain the effect of an offset against UIM coverage of the tortfeasor’s liability coverage as permitted by *Schmick v. State Farm Mutual Automobile Insurance Company*, 1985-NMSC-073, 103 N.M. 216, 704 P.2d 1092, in both the minimum and non-minimum limits contexts; and

WHEREAS, the Parties in the Action have engaged in significant motion practice and informal discovery; and

WHEREAS, through the auspices of mediator Mike Ungar, the Parties have engaged in substantial arms' length settlement negotiations, which lasted over numerous months, and proceeded in stages, with the Parties first agreeing to all substantive terms of a Proposed Settlement, and, only thereafter, agreeing on the attorneys' fees associated with the Proposed Settlement; and

WHEREAS, Defendants have defended, and intend to vigorously contest, each and every claim in the Action, deny all material allegations thereof, as to which Defendants assert they have numerous merits and class defenses, and further maintain that they have consistently acted in accordance with governing laws at all times; and

WHEREAS, Plaintiffs, through counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the Proposed Settlement (as defined below), considered the risks associated with the continued prosecution, and possible appeal of this complex and time-consuming litigation, and the likelihood of success on the merits of the Action, and believe that, in consideration of all the circumstances, the Proposed Settlement (as defined below) embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, Defendants, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims which were or could have been asserted in the Action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiffs, the Settlement Class, and Defendants upon approval of the Court after hearing as provided for in this Agreement, on the following terms and conditions:

I. DEFINITIONS

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. “Agreement” means this Settlement Agreement, including all Exhibits thereto.
2. “Claim Form” means the document that Settlement Class Members (other than those with claims involving wrongful death) must submit, as set forth in and subject to the provisions of this Agreement, to potentially obtain benefits from the Settlement, which will be in the form attached hereto as Exhibit A.
3. “Claim Period” means the period between the entry of the Preliminary Approval Order and 60 days after the date of the “Final Settlement Hearing.”
4. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
5. “Claims Administrator” means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to jointly recommend to the Court that Epiq Systems, Inc. be appointed as the Claims Administrator.
6. “Class Counsel” means Kedar Bhasker, 2741 Indian School Road NE, Albuquerque, New Mexico 87106, Albuquerque, New Mexico 87106; Corbin Hildebrandt, Corbin Hildebrandt, P.C., 2741 Indian School Road NE, Albuquerque, New Mexico 87106; Geoffrey R Romero, Romero, Harada & Winters, 4801 All Saints Road NW, Albuquerque, New Mexico 87120; Andrea D. Harris, Valle, O’Cleireachain, Zamora and Harris, 1805 Rio Grande Boulevard NW #2, Albuquerque, New Mexico 87104; and Bryan Williams, 4801 All Saints Road NW, Albuquerque, New Mexico 87120.
7. “Class Notice” means the notice of the preliminarily approved settlement, to be sent to all Settlement Class Members. A copy of the Proposed Class Notice, which will include the Claim Form, is attached hereto as Exhibit B hereto.
8. “Class Period” means January 1, 2015 through August 16, 2022.
9. “Complaint” means the Consolidated Complaint filed in the Action.
10. “Court” means the United States District Court for the District of New Mexico.

11. “Defendants” means 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 and all of their parent, subsidiary and affiliated corporations.

12. “Effective Date” means that date defined in Section XI of this Agreement.

13. “Evaluation Record” means the record described in Paragraphs 68-71 of this Agreement, which Defendants shall use for adjusting Option 1 Claims.

14. “Final Judgment” means the Court’s Final Approval Order and Final Judgment, that finally approves the Settlement and dismisses the Action with prejudice with respect to the Class Claims, which shall be substantially in the form attached as Exhibit C to this Agreement, without material alteration, as further provided in Section X below.

15. “Final Settlement Hearing” means the settlement approval hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement, in accordance with the applicable Federal of Civil Procedure.

16. “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 business affairs of a Settlement Class Member.

17. “Litigation” means all claims and causes of action asserted, including those asserted in the Action, or that could have been asserted, against Defendants, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in any jurisdiction against Defendants relating to the Action.

18. “Named Plaintiffs” means Carlos Aguilar-Tafoya and Bradley Brewton.

19. “Neutral Evaluator” means the neutral third party, mutually acceptable to Class Counsel and Defendants and appointed by the Court, who will be the binding arbiter of any disagreements as to the eligibility to receive benefits, and/or the amounts due, if any, to a Settlement Class Member under the terms of this Agreement if that individual elects payment under the claim formula option (Option 1) described below.

20. “Notice” means the mailed or emailed notice, substantially in the form as shown in Exhibit B hereto, to the Settlement Class Members, notifying them of the Settlement and inviting Settlement Class Members to make a Claim for Settlement Class Payments.

21. “Notice Date” means the first date upon which the Notice is mailed or emailed to the Settlement Class Members.

22. “Notice of Determination” means the notice sent by Defendants to a Settlement Class Member who makes a Claim pursuant to Option 1 (described in Paragraph 63 of this Agreement) of Defendants’ determination of the adjustment of their Claim.

23. “Notice of Determination Appeal” means an appeal by a Settlement Class Member to the Notice of Determination.

24. “Opt Out” means any Settlement Class Member who sends a written communication requesting exclusion from this Settlement within the Opt-Out Period, thus excluding themselves from the Settlement Class.

25. “Opt-Out Period” means the time period during which Settlement Class Members are permitted to exclude themselves from the Settlement Class, as set forth in Section IX of this Agreement.

26. “Parties” means the Settlement Class Members, including the Named Plaintiffs, and Defendants.

27. “Preliminary Approval Order” means the order that preliminarily approves the Proposed Settlement, which shall be in the form attached as Exhibit D to this Agreement, without material alteration, as further provided in Section III below.

28. “Proposed Settlement” means the terms agreed to by the Parties as set forth in this Agreement, prior to final approval of the Proposed Settlement.

29. “Release” means those Releases set forth in Section XIV, which all Settlement Class Members who do not choose to exclude themselves from this Settlement will be deemed to have executed upon final approval of this Settlement.

30. “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 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 they are known or are 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, (a) 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; (b) any and all claims disputing the value of UM/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 (c) any and all claims related to or arising out of UIM benefits being reduced, or denied, due to a *Schmick* offset; (d) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/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 this Settlement Agreement.

31. “Released Parties” means Defendants, as defined above, and any of their past, present or future parent, subsidiary and affiliated corporations, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

32. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

33. “Settlement” means the terms and conditions of the Agreement reached by the Parties.

34. “Settlement Class” means the Class defined in Section II below.

35. “Settlement Class Members” means those who constitute the Settlement Class as defined in Section II below. Any person who submits a valid and timely written request to be excluded from the Settlement Class shall not be a Settlement Class Member.

36. “Settlement Class Payment” means the payments to Settlement Class Members described in Section VI below.

37. “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 this Agreement, as to any of the Released Claims.

II. THE SETTLEMENT CLASS

38. The “Settlement Class” means all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Mexico automobile insurance policies issued by Defendants which included UIM coverage. Excluded from the 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.

III. PRELIMINARY CLASS CERTIFICATION

39. Upon execution of this Agreement, the Parties shall submit this Agreement to the Court along with a Motion for Preliminary Approval, which Plaintiffs shall draft and allow Defendants to review and comment on before filing, and request the Court to enter a Preliminary Approval Order, preliminarily approving the Proposed Settlement, which shall be substantially in the form set forth in Exhibit D.

40. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets the requirements of the Federal Rules of Civil Procedure; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of the Federal Rules of Civil Procedure and Due Process; and (iii) the terms of the Settlement are fair and reasonable. For purposes of the Settlement, the Named Plaintiffs are agreed upon as suitable Class Representatives.

41. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representatives and Class Counsel by the Court shall be binding only with respect to the Settlement of the Litigation. In the event this Agreement is terminated pursuant to its terms, or a Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, without prejudice to the federal court’s consideration, on the merits, of any properly submitted Motion for

Class Certification. The Named Plaintiffs and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be admissible as evidence in this or any other action, shall be deemed an admission by the Named Plaintiffs, Class Counsel, or Defendants of any matter related in any manner thereto, or by Defendants that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of a class in this Action or any other matter.

42. Upon the Preliminary Approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement. Additionally, any other litigation against the Released Parties of Released Claims shall be stayed or enjoined by the Court.

IV. CLASS NOTICE, COSTS OF CLASS NOTICE, AND ADMINISTRATION OF SETTLEMENT

43. The Parties agree to recommend to the Court Epiq Systems, Inc. as Claims Administrator, which entity will be designated as the “Claims Administrator.” The Claims Administrator shall (i) oversee the provision of Notice to the Class; (ii) oversee identification of addresses for any returned mail, and remaining notice; (iii) process Claim Forms; (iv) contact Settlement Class Members, if any, whose Claims Forms are deficient to attempt to obtain a cured form; (v) process any cured Claim Forms; (vi) send all Claim Forms to Defendants for challenge or payment and to Class Counsel; (vii) forward inquiries and questions to Class Counsel; (viii) provide a certification to the Court regarding the administration and processing of claims and, in the event that the Claims Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (ix) establish and maintain a settlement website and call center. The Claims Administrator shall be paid by Defendants for services rendered pursuant to this Agreement.

44. Notice of the pendency of the Action and of the Settlement shall be made by the Class Notice, which will be sent by the Claims Administrator.

45. Within 45 days after the entry of the Preliminary Approval Order, Defendants shall make a reasonable search using all due diligence of their computer/electronic databases and provide the Claims Administrator with the name and current or last-known address and email address, if available, of each potential Settlement Class Member and the date of loss.

46. Within 60 days of the entry of the Preliminary Approval Order, the Claims Administrator shall initiate mailing and email, by last known first-class mail and email-address, of the Class Notice to each Settlement Class Member which mailing shall include a Claim Form, except for those Settlement Class Members whose claims involve wrongful death. The Claim Form will be return-addressed and shall be affixed with prepaid postage sufficient to mail back to the Claims Administrator. The Claim Form shall require the Settlement Class Member to affirm, under oath, the good faith belief that the information on the Claim Form is true and correct and that the Class Member believes he or she is entitled to the relief requested on the Claim Form. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise.

47. The Claims Administrator shall send one follow-up email at approximately 30 days before the claim deadline.

48. Prior to mailing the Class Notice and Claim Form, the Claims Administrator shall run the physical mailing addresses through the National Change of Address Database (“NCOA”) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member.

49. If any Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, the Claims Administrator will promptly log each Class Notice that is returned as undeliverable and provide copies of the log to Defendants and Class Counsel upon request. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator shall forward the mailing to that address. For the remaining returned mailings, the Claims Administrator will use reasonable efforts, including potentially an Experian search or 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 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 the preceding Paragraph and this Paragraph 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.

50. The Class Notice will also be made available to all potential Settlement Class Members by request to the Claims Administrator, which shall send via first-class U.S. mail these documents as requested by any potential Settlement Class Member.

51. The Claims 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. Only the Claims Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

52. A website for the Settlement administration shall contain information about this Agreement, including printable copies of the Agreement, the Notice, and the Claim Form, which shall be maintained by the Settlement Administrator. This Settlement Website shall also contain a list of Frequently Asked Questions to give further information regarding this Agreement. The Claims Administrator shall also establish a toll-free phone number, which any Settlement Class Member may call to receive the Agreement, Class Notice and a Claim Form, as well as all information included on the Settlement Website. The toll-free number and Settlement Website referred to herein will be established and operational by a date no later than the date the Class Notice is initially mailed and will remain operational until the last date on which Settlement checks can be negotiated, except that website claim functionality will be disabled at the Claim Deadline.

53. The Settlement Administrator will, after a claim is made, offer various options to receive a Settlement payment (e.g. check, Paypal, Venmo) and provide notice to the Class Members of the payment options should it be determined, after all claims are made, that such Class Member qualifies for a Class Payment.

54. Neither Defendants, nor the Named Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

V. CLAIMS PROCEDURE

55. All Claim Forms must be submitted no later than 60 days after the Final Settlement Hearing.

56. Solely with respect to Settlement Class Members who made a death claim, such Settlement Class Members will receive an automatic payment pursuant to this Settlement Agreement unless they exclude themselves from the Settlement Class.

57. With the exception of claims involving wrongful death, this Settlement shall be a claims-made settlement, with Settlement Class Members receiving payment only upon submission of a valid Claim Form. The Claim Form shall require, at a minimum, that the Settlement Class Member affirm, under oath, the good faith belief that the information on the Claim Form is true and correct and that the Class Member believes he or she is entitled to the relief requested on the Claim Form.

58. The Claims Administrator will promptly notify a Settlement Class Member if it deems that person's Claim Form materially incomplete or deficient and specify any additional information that must be submitted. Notification shall be by first-class mail unless the Settlement Class Member specifies another mode of notification. Such Settlement Class Members shall have 45 days from the date the notification is mailed, or until the expiration of the Claim Period, whichever is longer, to submit the requested information.

59. Those who fall within the definition of the Settlement Class will be deemed Settlement Class Members unless they timely submit a written request for exclusion from the Settlement Class, postmarked no later than 30 days before the Final Settlement Hearing.

60. Settlement Class Payments for Option 1 claims shall 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. Settlement payments for Option 2 claims shall be made no later than 60 days after the Claim Deadline.

VI. CALCULATION OF PAYMENT AND DEFENDANTS' MONETARY OBLIGATIONS UNDER THE SETTLEMENT.

61. Defendants will affirmatively review the claim notes for all Settlement Class Members who filed a UIM claim during the scope of the Class Period. Where the claim notes indicate that the Settlement Class Member suffered a wrongful death, Defendants will "auto-pay" those Settlement Class Members the full UIM offset that was taken, to the extent any offset was applied.

62. 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.

63. Settlement Class Members who elect payment under a claim formula, Option 1, will have their UIM claim re-adjusted without application of the UIM offset, to the extent any offset was applied. Depending on their damages, however, the Settlement Class Member may receive less than the full amount of the offset, or nothing. Class Counsel may, one time, contact Settlement Class Members who potentially have this option, which information will be provided to them by Defendants, to neutrally inform them of their right to make an Option 1 claim

64. Settlement Class Members who elect payment under a premium formula, Option 2, 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.

65. The Settlement Administrator will receive all Claims and make the initial determination of whether a Claim is a Valid Claim.

66. All Valid Claims under Option 1 will be processed by Defendants' claims personnel and shall be adjusted expeditiously, in the ordinary course of business.

67. Defendants will determine the dollar amount of UIM benefits each Settlement Class Member who makes a Valid Claim under Option 1 would have been paid but for Defendants' reduction or denial of UM/UIM benefits based on a UIM Offset, if any.

68. In adjusting claims for a Settlement Class Payment pursuant to this Agreement, Defendants shall consider: (i) any claim files or other documentation already in their possession pertaining to the

applicable Settlement Class Member's claim for UIM benefits; (ii) the information or documentation, if any, provided by the Settlement Class Member in the Claim Form or with the Claim Form; and/or (iii) any additional information or documentation provided by the Settlement Class Member and/or requested or obtained by Defendants from the Settlement Class Member and/or third party sources during the claims adjustment process before Defendants render a determination pursuant to a Notice of Determination. The documents and information described in this Paragraph and Paragraph 69 below, are referred to collectively as the "Evaluation Record."

69. In adjusting claims for a Settlement Class Payment pursuant to this Agreement, Defendants shall be entitled to request and receive from any Settlement Class Member, or obtain from any third-party source, any information or documentation Defendants reasonably determine will assist their review. The Settlement Class Member shall reasonably cooperate with Defendants by providing documents or information requested by Defendants, including, but not limited to, signing authorizations, such as medical and/or wage authorizations for release of medical and/or employment information, and allowing Defendants to obtain relevant information directly from health care providers, employers, or government entities. This includes, but is not limited to, information potentially relevant to liens or reimbursement claims or rights by, for example and without limitation, health insurers, medical providers, or government programs such as Medicare or Medicaid. Defendants shall promptly provide the Settlement Class Member with all information and/or documents obtained by Defendants from any third party. The Settlement Class member must submit the additional documents or materials no later than 30 days after any request is made by Defendants. If Defendants do not receive a timely response, they may deny all or part of the claim on the basis of insufficient documentation.

70. For Option 1 claims, within the later of (1) 90 days after the Claim Period or (2) ninety days after Defendants have a complete Evaluation Record or (3) ninety days after Defendants have not timely received a response for documentation necessary for the Evaluation Record, Defendants shall advise the Settlement Class Member in writing of their determination (hereafter referred to as the "Notice of Determination"), which shall set forth: (i) the amounts (if any) of the Settlement Class Payment to be paid;

(ii) where not otherwise obvious, a brief explanation of the calculation and basis for the determination of those amounts; and (iii) if any claims or dollar amounts are rejected, a brief explanation of the reasons for the rejection. If any Settlement Class Payment is determined by Defendants to be due, a payment by check will be included with the Notice of Determination. The Notice of Determination shall also inform the Settlement Class Member that he or she is free to immediately cash any check unless the Settlement Class Member plans to appeal the Notice of Determination to a Neutral Evaluator for a Neutral Evaluation on Appeal as provided in Paragraphs 72-75 and 106 below, in which case the Settlement Class Member cannot cash the check, but if a neutral evaluation occurs the ultimate payment will not be in an amount less than the check the Settlement Class Member initially received. For Option 2 claims, payment shall be made as to any valid claims within 60 days of the Claim Deadline.

71. The Settlement Class Members hereby waive and release any challenge to the Settlement Claim Adjustment process and/or the Neutral Evaluation on Appeal process set forth herein, for any reason. Neither Defendants, nor any of their Counsel, nor any Released Parties, nor Class Counsel, nor the Named Plaintiffs, shall have any liability to any Settlement Class Member (including, but not limited to, allegations of breach of contract, breach of the implied covenant of good faith and fair dealing, unfair claims handling practices or unfair trade practices), for the way in which any claim made pursuant to this Agreement is adjusted, determined or paid, beyond the amount of the Settlement Class Payment, if any, determined by Defendants and/or by the Neutral Evaluator.

72. To initiate an appeal, the Settlement Class member must, within 30 days from the date on which his or her Notice of Determination is postmarked or emailed, submit a demand for a Neutral Evaluation on Appeal in writing, similar to the form available on the settlement website (hereafter referred to as the "Notice of Determination Appeal") to the Settlement Administrator (at the address provided in the Class Notice).

73. The Notice of Determination Appeal must include a written statement providing all reasons and facts supporting the Settlement Class Member's assertion that Defendants' Notice of Determination is not an accurate adjustment of the Settlement Class Member's claim.

74. Within five (5) days of receipt of a Notice of Determination Appeal, the Settlement Administrator shall provide the Notice of Determination Appeal to Defendants' Counsel and Class Counsel. Defendants' Counsel and Class Counsel will have fourteen days to meet and confer about a resolution of the Notice of Determination Appeal. If both Counsel agree on a resolution, Counsel shall submit the resolution to the Settlement Administrator. The Settlement Administrator shall then have fourteen days to notify the Settlement Class Member of such resolution, including any additional settlement amounts. This resolution of a Notice of Determination Appeal will be final and not appealable.

75. For any Notices of Determination Appeals that cannot be resolved by Counsel within fourteen days of receipt, the Settlement Administrator shall forward the Notice of Determination Appeal, and the Evaluation Record, to the Neutral Evaluator who will resolve it within thirty (30) days, or any longer period as may be agreed upon by the Parties. The Neutral Evaluator shall have the discretion to contact Defendants, through Defendants' Counsel, or the Settlement Class Member submitting the Notice of Determination Appeal, at any time. The Neutral Evaluator shall not award any amount in excess of the policy limits less the amount of any prior payments by Defendants, nor shall the Neutral Evaluator award any amount for attorneys' fees, interest, costs or for bad faith, unfair claims practices, unfair trade practices, or other extra-contractual, statutory and/or punitive damages or fines based on or arising out of Defendants' conduct, including but not limited to, in handling claims submitted by Settlement Class Members, either previously or in conjunction with this Agreement. Any determination by the Neutral Evaluator shall be final and non-appealable. The Neutral Evaluator shall mail or email Defendants, Class Counsel, the Settlement Administrator, and the Settlement Class Member of the Neutral Evaluator's decision. Defendants or the Settlement Administrator shall mail any additional payments awarded to the Settlement Class Member by the Neutral Evaluator within 45 days of the date the Neutral Evaluator's decision is post-marked or emailed.

76. The claim payment shall be sent by the electronic payment means selected by the Settlement Class Member or, in the event a check is selected, to the most recent known address for the

Settlement Class Member or as provided in the Claim Form. The check shall be valid for 120 days after the date of the check.

77. The Settlement Class Payments set forth in this Section shall be the only payments to which any Settlement Class Member will be entitled.

78. Defendants' liability under this Settlement shall be limited to: (a) paying the Settlement Class Payments to Settlement Class Members; (b) paying the costs of notice and settlement administration, including the fees and costs of the Claims Administrator; (c) paying any attorneys' fee award awarded by the Court up to \$2,100,000, inclusive of gross receipts tax, as set forth below; and (d) paying any incentive award to the Named Plaintiffs awarded by the Court up to \$10,000 each, as set forth below. In no event shall Defendants be liable under this Settlement to pay any additional amounts. In this regard, Class Counsel represent that they know of no attorneys' liens related to the Action.

VII. COMMUNICATIONS WITH THE CLASS

79. The Class Notice shall list Class Counsel's addresses and telephone numbers. Communications relating to the Action or this Settlement with Persons receiving Class Notices and Settlement Class Members shall be handled through Class Counsel, and/or the Claims Administrator, as necessary, as augmented in the above provision regarding Class Counsel's right to neutrally communicate, one time, with potential Option 1 claimants. Nothing in this Agreement shall be construed to prevent Defendants, their employees, attorneys, agents or representatives from communicating with Settlement Class Members in the normal course of their business operations, from submitting notices or other documents relating to this Agreement directly to Settlement Class Members and/or from continuing to adjust and resolve pending or future claims, even if they otherwise fall within the scope of this Agreement, before this Agreement is finally approved.

80. Neither Defendants nor any of the Released Parties nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to effectuate any of the terms of this Agreement, and this provision shall be incorporated into the Final Judgment.

VIII. CLASS COUNSEL'S FEES AND COSTS AND CLASS REPRESENTATIVE FEES

81. No compensation for Class Counsel was negotiated as part of this Settlement until all material terms were agreed upon. Class Counsel intend to seek Court approval for a fee award not to exceed \$2,100,000, inclusive of gross receipt tax and costs, to be paid 30 days after the Effective Date. Defendants shall not oppose an attorneys' fee or cost request that does not exceed \$2,100,000. Under no circumstances will Defendants be obligated to pay any costs or sums in excess of \$2,100,000. The attorneys' fees and costs are separate from and not included in the payments to the Settlement Class and payments to the Class Representatives and are separate from and not included in the payments for class and claims administration. Class Counsel further agree that, to the extent a lesser amount of fees is awarded by the Court or any appellate court, it will not provide a basis for Class Counsel to terminate this Agreement. Class Counsel further agree that unless an award of a lesser amount of attorneys' fees is overturned on appeal, Class Counsel will accept any lesser amount of fees and costs which may be awarded.

82. Additionally, the Parties agree that Class Counsel will request a Class Representative award to the Class Representatives in the amount of \$10,000, each, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by Defendants within 30 days of the Effective Date, which Defendants will not oppose. Under no circumstances will Defendants be required to pay any Class Representative award above this amount.

IX. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION OF AGREEMENT

83. The Named Plaintiffs, Settlement Class Members and Defendants consent to the entry of a Final Judgment substantially in the form attached as Exhibit C, without material alteration.

84. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement are impaired in any material way, then Defendants shall have the option of terminating this Agreement and

withdrawing their consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order, and the Named Plaintiffs will then dismiss the Action and refile it in federal court. Defendants shall have 15 days from the event triggering their option to inform Class Counsel that they are exercising their option of terminating this Agreement.

85. If the Court does not finally approve the Settlement, all obligations of Defendants under this Agreement terminate, including but not limited to any obligation to pay attorneys' or Class Representative fees, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval. Additionally, the Parties agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendants that certification as a class is appropriate in any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of a class in this litigation, if the Settlement is not consummated.

86. In the event the number of Settlement Class Members who elect to opt out exceeds 3% of the unique Notices that are mailed and emailed, Defendants, in their sole discretion, may elect to terminate this Agreement on the ground that the exclusion of Class Members at that level threatens to frustrate Defendants' essential purpose in entering into this Agreement. Defendants' election to terminate under this Paragraph shall be made not later than 15 days after the end of the Opt-Out Period by notifying Class Counsel in writing of their election. In the event of a termination pursuant to this paragraph, the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval.

X. FINAL APPROVAL OF SETTLEMENT

87. Class Counsel will file a motion seeking the Court's Final Judgment as to the Proposed Settlement at a final approval hearing to be held at a time, date, and location that will be stated in the Preliminary Approval Order and listed in the Class Notice. The Parties will request that the final approval

hearing be held at the earliest date that is at least 120 days after the Preliminary Approval Order that the Court is available to hear the matter, or as soon as possible thereafter. Class Counsel shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as Exhibit C, approving the Proposed Settlement without material alteration, and directing the Parties and their counsel to comply with and consummate the terms of this Agreement, as well as:

- a) Certifying the Settlement Class for settlement purposes only;
- b) Finding that Class Counsel and the Named Plaintiffs have adequately represented the Settlement Class;
- c) Finding that the Court has personal jurisdiction over the Named Plaintiffs and all members of the Settlement Class for the purpose of this Settlement only, and that the Court has subject matter jurisdiction to approve this Agreement and all Exhibits thereto;
- d) Finding that the terms of the Settlement are fair, reasonable, and adequate to the Settlement Class and in compliance with due process and the Federal Rules of Civil Procedure;
- e) Providing that each member of the Settlement Class who has not excluded him, her, or itself therefrom in accordance with the Court's prior orders shall be bound by the provisions of the Settlement, including the applicable Releases;
- f) Finding that the Class Notice implemented pursuant to this Settlement and approved by the Court was reasonable and the best practicable notice and satisfies the requirements of the Federal Rules of Civil Procedure, as well as all the requirements of due process under the United States Constitution;
- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice and without leave to amend, and entering final judgment thereon with a finding that there is no just reason to delay enforcement or appeal;
- h) Approving the payment of the attorneys' fees and costs to Class Counsel and the Class Representative fees in conformity with the provisions of the Settlement; and

- i) Permanently barring and enjoining the Named Plaintiffs and each and every Settlement Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Parties; and
- j) Retaining jurisdiction to enforce the Agreement and Final Judgment.

XI. EFFECTIVE DATE

88. The “Effective Date” of this Agreement shall be the first date after which all the following events and conditions have been met or occurred:

- a) This Agreement has been fully executed by the Parties and/or their counsel;
- b) No Party has terminated the Agreement;
- c) Orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Agreement, and approving a form of notice and claim forms as provided in this Agreement;
- d) The Court has entered the Final Order and Judgment approving this Agreement and releasing all Released Parties from all Released Claims, and dismissing the Action with prejudice and without leave to amend, as provided in this Agreement, and retaining jurisdiction only for the purpose of enforcing the Agreement or Judgment;
- e) The Court has fully resolved any application made by Class Counsel for an Attorneys’ Fee award and the Class Representative awards; and
- f) The Final Order and Judgment has become Final and is beyond any possible appeal.

XII. OBJECTIONS AND REQUESTS FOR EXCLUSION

89. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 30 days before the Final Settlement Hearing, which shall be sent to the Claims Administrator at the address provided in the Class Notice.

Written requests for exclusion must be signed and include the Settlement Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. No Settlement Class Member may effect an exclusion of a class of individuals or represent such a class.

90. The Claims Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties.

91. Settlement Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Proposed Settlement or intervene in the Action for the purpose of contesting the Proposed Settlement. The written notice of intent to object and/or intervene must be: (a) filed with the Clerk of the Court not later than 30 days before the Final Settlement Hearing; and (b) sent by first-class mail, postmarked no later than 30 days before the Final Settlement Hearing, to Class Counsel:

Kedar Bhasker
Law Office of Kedar Bhasker, LLC
2741 Indian School Road NE, Suite 208
Albuquerque, New Mexico 87106

Corbin Hildebrandt
Corbin Hildebrandt, P.C.
2741 Indian School Road NE
Albuquerque, NM 87106

Geoffrey R Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, New Mexico 87120

Andrea D. Harris
Valle, O'Cleireachain, Zamora and Harris
1805 Rio Grande Boulevard NW #2
Albuquerque, New Mexico 87104

Bryan Williams
Williams Injury Law, P.C.
4801 All Saints Road NW
Albuquerque, New Mexico 87120

And to Defendants' Counsel:

Steven M. Levy
Dentons US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606

Jennifer A. Noya
Modrall Sperling
500 Fourth Street NW, Suite 1000
Albuquerque, New Mexico 87102

92. Any Settlement Class Member who does not so request to object or intervene waives the right to do so in the future and shall be forever barred from intervening or making any objection to the Proposed Settlement or Final Judgment. Any Notice of Intent to Object or Intervene must contain the following: (a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) 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 Settlement Hearing; (f) a detailed description of any and all evidence the objector may offer at the Settlement Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The Notice of Intent to Object, to be effective, also must be submitted by the objector or a Legally Authorized Representative on an individual basis and not as part of a group, class or subclass.

XIII. CONFIDENTIALITY OF PROPRIETARY INFORMATION

93. Defendants assert that the following constitutes highly confidential and proprietary business information of Defendants (the "Proprietary Information"): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by Defendants in effectuating the Proposed Settlement; (b) any electronic data processing and other record keeping procedures and materials that may be utilized by Defendants in identifying the Settlement Class Members and effectuating Defendants' other obligations under this Agreement and/or the Settlement; and (c) all documents previously

produced to Class Counsel by Defendants. The confidentiality of all Proprietary Information provided to Class Counsel by Defendants shall be protected from disclosure by Class Counsel and/or other attorneys for the Named Plaintiffs in the Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 94 below.

94. No persons other than Defendants, Defendants' counsel, and clerical/administrative personnel employed by Defendants or Defendants' counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Claims Administrator, if applicable, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

95. Within 30 days after all of Defendants' obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in the Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants' counsel certifying their compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

96. Class Counsel and the Named Plaintiffs shall not make any statements to the media, orally or in writing, about the Action, or this Agreement, other than statements which are fully consistent with this Agreement and the Class Notice, except in a *bona fide* court proceeding relating to the subject matter of the Action, and shall not in any way make any statements disparaging of Defendants in any way related to the subject matter of the Action.

XIV. DISMISSAL OF ACTION AND RELEASES

97. Upon the Court's Final Approval of this Agreement and the Settlement set forth herein, the Final Judgment shall be entered providing for the dismissal, with prejudice and without leave to amend, of

the Action, and the effectiveness of the Release by the Releasing Parties of all Released Claims against all the Released Parties.

98. Upon the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be held to have fully released, waived, relinquished and discharged, to the fullest extent possible by law, all the Released Parties from all the Released Claims.

99. Upon the Effective Date, the Releasing Parties, expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue, or assert causes of action or proceedings against any of the Released Parties asserting any of the Released Claims.

100. Notwithstanding the Court's entry of the Final Judgment, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement and Final Judgment, including entering such orders and injunctions to prevent any collateral litigation that may be filed by Settlement Class Members, if necessary, and/or enforcing the litigation bar as to the Released Claims provided for by this Settlement.

XV. DENIAL OF LIABILITY

101. Were it not for this Settlement, Defendants would have vigorously contested each and every claim in the Action. Defendants maintain that they have consistently acted in accordance with governing laws at all times. Defendants vigorously deny all the material allegations set forth in the Action. Defendants nonetheless have concluded that it is in their best interests that the Action be settled on the terms and conditions set forth in this Agreement. Defendants reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendants to conduct their business unhampered by the distractions of continued litigation. The settlement of this matter by Defendants, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against any of the Released Parties.

102. As a result of the foregoing, the Released Parties enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Parties of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Parties.

103. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion.

104. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendants that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of any class(es) or subclass(es) in any proceeding.

XVI. REPRESENTATION OF OPT OUTS.

105. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate

counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

XVII. APPOINTMENT OF NEUTRAL EVALUATOR.

106. The Court shall appoint as the Neutral Evaluator a neutral third party who will be the binding arbiter of any disagreements between the Settlement Class Members and Defendants as to the amount due, if any, to Class Members with respect to claims that are re-adjusted under the claim formula option (Option 1). The Neutral Evaluator's fees will be paid one-half by Defendants and one-half by the Settlement Class Member requesting the neutral evaluation. All decisions of the Neutral Evaluator shall be final and binding. Neither Defendants nor the Named Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

XVIII. DECEASED CLASS MEMBERS

107. Payment may be made, assuming sufficient proof of representative status, to a Legally Authorized Representative of a deceased Settlement Class Member's estate.

XIX. CLAIMS INVOLVING MINORS

108. If any minor is a Settlement Class Member, court approval of the final distribution to that Settlement Class Member, pursuant to the applicable rules, may be required. In addition, Class Counsel reserves the right to require appointment of a conservator to sign for the funds to be distributed to minor Settlement Class Members.

XX. INCAPACITATED CLASS MEMBERS

109. Payment may be made, upon sufficient proof of representative status, to a Legally Authorized Representative on behalf of an incapacitated Settlement Class Member.

XXI. TAX OBLIGATIONS

110. Tax obligations which may arise by virtue of the Settlement Class Payments made pursuant to this Agreement, if any, are solely the responsibility of the Persons who receive such Settlement Class Payments and are not in any way the responsibility of Defendants or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations

and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

XXII. MISCELLANEOUS PROVISIONS

111. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Judgment or collateral attack on the Agreement or Final Judgment.

112. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of the Named Plaintiffs and the Settlement Class Members.

113. Except as otherwise provided, this Agreement contains the entire agreement between the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

114. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties hereto. Non-material amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

115. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Mexico as they would be applied by the United States District Court for the District of New Mexico.

116. The Exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated into and made a part of this Agreement.

117. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

118. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned counsel.

119. This Agreement may be executed in counterparts, each of which shall constitute an original.

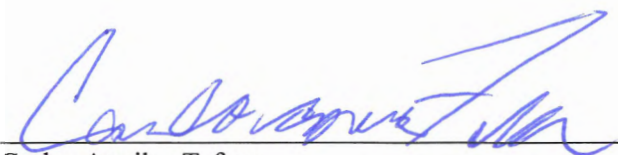
120. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement and the Proposed Settlement embodied herein and maintain jurisdiction over all Settlement Class Members. Specifically, the Parties shall request that the Court retain jurisdiction for purposes of: (a) implementation, enforcement, and administration of the Settlement, including any Releases in connection therewith; (b) resolution of any disputes concerning Settlement Class membership or entitlement to benefits under the terms of the Settlement; (c) enforcing and administering the Settlement and the Final Judgment until each and every act agreed to be performed by the Parties has been performed pursuant to this Agreement; and (d) other matters related to the foregoing.

121. Titles of sections to this Agreement are illustrative only and are neither binding on the Parties nor to be considered any part of the drafting history or other means of interpreting this Agreement.

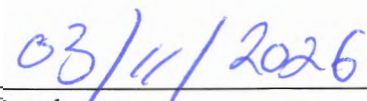
IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

DATED this 16 day of March 2026

SIGNATURES CONTINUED ON FOLLOWING PAGE



Carlos Aguilar-Tafoya



Dated

Bradley Brewton

Dated

THE TRAVELERS INDEMNITY COMPANY

By _____, its _____

Dated _____

THE STANDARD FIRE INSURANCE COMPANY

By _____, its _____

Dated _____

TRAVELERS CASUALTY AND SURETY COMPANY

By _____, its _____

Dated _____

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

By _____, its _____

Dated _____

THE TRAVELERS CASUALTY COMPANY

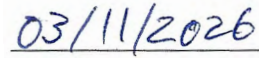
By _____, its _____

Dated _____

Carlos Aguilar-Tafoya

Dated





Bradley Brewton

Dated

THE TRAVELERS INDEMNITY COMPANY

By _____, its _____

Dated _____

THE STANDARD FIRE INSURANCE COMPANY

By _____, its _____

Dated _____

TRAVELERS CASUALTY AND SURETY COMPANY

By _____, its _____

Dated _____

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

By _____, its _____

Dated _____

THE TRAVELERS CASUALTY COMPANY

By _____, its _____

Dated _____

Carlos Aguilar-Tafoya

ated

Bradley Brewton

ated

THE TRAVELERS INDEMNITY COMPANY

By [Signature], its Executive Council

Dated 3/16/26

THE STANDARD FIRE INSURANCE COMPANY

By [Signature], its Executive Council

Dated 3/16/26

TRAVELERS CASUALTY AND SURETY COMPANY

By [Signature], its Executive Council

Dated 3/16/26

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

By [Signature], its Executive Council

Dated 3/16/26

THE TRAVELERS CASUALTY COMPANY

By [Signature], its Executive Council

Dated 3/16/26

TRAVELERS CASUALTY COMPANY OF CONNECTICUT

By [Signature], its Executive Counsel

Dated 3/16/26

TRAVELERS INDEMNITY COMPANY OF AMERICA

By [Signature], its Executive Counsel

Dated 3/16/26

TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

By [Signature], its Executive Counsel

Dated 3/16/26

TRAVELERS PERSONAL INSURANCE COMPANY

By [Signature], its Executive Counsel

Dated 3/16/26

TRAVELERS PERSONAL SECURITY INSURANCE COMPANY

By [Signature], its Executive Counsel

Dated 3/16/26

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

By [Signature], its Executive Counsel

Dated 3/16/26

TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

By [Signature], its Executive Counsel

Dated _____

TRAVELERS COMMERCIAL CASUALTY COMPANY

By _____, its _____

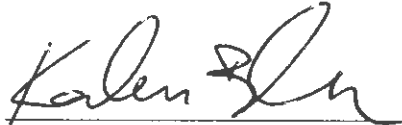
Dated _____

TRAVELERS COMMERCIAL INSURANCE COMPANY

By _____, its _____

Dated _____

ATTORNEYS FOR PLAINTIFFS AND THE CLASS



Kedar Bhasker
Law Office of Kedar Bhasker, LLC
2741 Indian School Road NE, Suite 208
Albuquerque, New Mexico 87106

March 12 2026

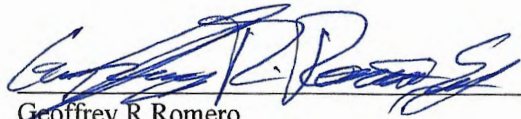
Dated



Corbin Hildebrandt
Corbin Hildebrandt, P.C.
2741 Indian School Road NE
Albuquerque, New Mexico 87106

March 12, 2026

Dated



Geoffrey R Romero
Romero, Harada & Winters
4801 All Saints Road NW
Albuquerque, New Mexico 87120

3/11/26
Dated



Andrea D. Harris
Valle, O'Cleireachain, Zamora and Harris
1805 Rio Grande Boulevard NW #2
Albuquerque, New Mexico 87104

3/11/26
Dated



Bryan Williams
Williams Injury Law, P.C.
4801 All Saints Road NW
Albuquerque, New Mexico 87120

3/11/2026
Dated

ATTORNEYS FOR DEFENDANTS

Steven M. Levy
Dentons US LLP
233 S. Wacker Dr. Suite 5900
Chicago, Illinois 60606

Dated

Jennifer A. Noya
Modrall Sperling
500 Fourth Street NW, Suite 1000
Albuquerque, New Mexico 87102

Dated

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

Dated


Andrea D. Harris
Valle, O'Cleirachain, Zamora and Harris
1805 Rio Grande Boulevard NW #2
Albuquerque, New Mexico 87104

Dated

Bryan Williams
Williams Injury Law, P.C.
4801 All Saints Road NW
Albuquerque, New Mexico 87120

Dated


ATTORNEYS FOR DEFENDANTS



Steven M. Levy
Dentons US LLP
233 S. Wacker Dr. Suite 5900
Chicago, Illinois 60606

March 12, 2026

Dated



Jennifer A. Noya
Modrall Sperling
500 Fourth Street NW, Suite 1000
Albuquerque, New Mexico 87102

March 5, 2026

Dated

Exhibit A

Aguilar-Tafoya and Brewton v. The Travelers Indemnity Company, et al.

c/o Administrator

info@xxxxxxxxxxxx.com

www.XXXXXXXXXX.com

CLAIM FORM INSTRUCTIONS

Para recibir esta notificación en español, llame al Administrador del Acuerdo al 1-XXX-XXX-XXXX o visite www.XXXXXXXXXX.com.

IMPORTANT: PLEASE READ BEFORE COMPLETING THIS CLAIM FORM

If you are a member of the following Settlement Class, you may be eligible for a Settlement payment: all policyholders or those who had UIM coverage with Defendants 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 between January 1, 2015 and August 16, 2022.

The only way to get a payment is by completing this Claim Form and returning it to the Settlement Administrator online at www.XXXXXXXXXX.com, or by mailing it to the address above.

Your claim must be submitted online or postmarked by [DATE - within 60 days after Final Settlement Hearing]

BENEFITS OPTIONS

Summarized below are the two monetary benefits available to you under the Settlement. **You may apply for one, but only one.** You must choose:

Option 1: **Potential Claim Payment:** Settlement Class Members who were injured in a car accident and whose UIM claim was denied or whose UIM benefits were reduced based upon the application of the UIM offset may be entitled to receive additional UIM benefits.

- Settlement Class Members who elect this option 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 already were paid UIM coverage by Defendants with no UIM offset, you are not eligible for payment under the claim formula. If you represent a wrongful death payment, you do not have to submit a claim, and you will be paid automatically under this formula.

Aguilar-Tafoya and Brewton v. The Travelers Indemnity Company, et al.

c/o Administrator

info@XXXXXXXXXXXX.com

www.XXXXXXXXXX.com

Option 2: **Premium Refund:** Settlement Class Members who paid premiums for automobile UIM insurance benefits will receive 29% of their UIM premiums back.

If you have any questions about the Claim Form, please read the full Notice available at www.XXXXXXXXXX.com. You may also contact the Settlement Administrator with any questions at Aguilar-Tafoya and Brewton v. Travelers Settlement, c/o Administrator, or by email at infoXXXXXXXXXXXX.com.

CLAIM FORM

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. If your name or contact information changes after you submit this Claim Form, please notify the Administrator. If you are signing as the Legal Representative of a Class Member please indicate that at the end of this Claim Form, state your relationship to the Class Member and provide your authorization to act on the Class Member's behalf.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

**Class Member ID
(on the notice mailed to you)**

Or

Check this box if you did not receive a Class Member ID

Aguilar-Tafoya and Brewton v. The Travelers Indemnity Company, et al.

c/o Administrator

info@xxxxxxxxxxxx.com

www.XXXXXXXXXX.com

SECTION B: SETTLEMENT BENEFIT SELECTION

Select one of the Settlement benefits listed below. You can apply for only one.

OPTION 1 - Potential Claim Payment: Settlement Class Members who were injured in a car accident and whose UIM claim was denied or whose UIM benefits were reduced based upon the application of the *Schmick* offset may be entitled to receive additional UIM benefits.

- Settlement Class Members who elect this option 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 already were paid UIM coverage by Defendants with no UIM offset, you are not eligible for payment under the claim formula.

- I suffered injuries and damages in a car crash, and Defendants applied an offset to my UIM benefits.

OPTION 2 - Return of UIM automobile insurance premiums.

- Settlement Class Members who paid premiums for automobile UIM insurance benefits will receive 29% of their premiums back.

- I paid premiums to Defendants for UIM benefits.

Aguilar-Tafoya and Brewton v. The Travelers Indemnity Company, et al.

c/o Administrator

info@xxxxxxxxxxxx.com

www.XXXXXXXXXX.com

SECTION C: VERIFICATION

By signing below and submitting this Claim Form, I hereby affirm under penalty of perjury that I am the person identified above and the information provided in this Claim Form, including but not limited to any information as to submission of this form as a Legal Representative of a Class Member, is true and accurate to the best of my knowledge.

SIGNATURE

DATE

PRINTED NAME

Aguilar-Tafoya and Brewton v. The Travelers Indemnity Company, et al.

c/o Administrator

info@xxxxxxxxxxxx.com

www.XXXXXXXXXX.com

CLAIM FORM REMINDER CHECKLIST:

1. Please read the instructions carefully.
2. Complete sections A, B and C of the Claim Form.
3. If mailing your Claim Form, keep a copy of your completed Claim Form and any supporting documentation.
4. If your name or contact information changes after you submit this Claim Form, please notify the Settlement Administrator.

THIS CLAIM FORM MUST BE UPLOADED ON THE SETTLEMENT WEBSITE OR MAILED TO THE SETTLEMENT ADMINISTRATOR AND POSTMARKED BY [CLAIMS DEADLINE DATE].

Exhibit B

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 automobile underinsured motorist insurance (“UIM”) 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-XXX-XXX-XXXX o visite www.XXXXXXXXXX.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. CIV 23-0247 JB/JMR

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

- 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 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, underinsured motorist automobile insurance coverage (“UIM”), and improperly applied offsets from UIM 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 money payment**. This is true even if you:

(1) are no longer insured with Defendants;

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.XXXXXXXXXX.com**

- (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 Class Member who submits a claim, the Settlement entitles eligible 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 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

YOUR LEGAL RIGHTS AND OPTIONS

<p>SUBMIT A CLAIM FORM</p>	<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>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>EXCLUDE YOURSELF</p>	<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 the Defendants.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>OBJECT</p>	<p>If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>
<p>DO NOTHING</p>	<p>You will not receive any payment, and you give up your right to sue Defendants about the claims in the case.</p>	<p style="text-align: center;"><u>[Deadline]</u></p>

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

Keep Reading

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.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 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 Defendants 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 between January 1, 2015 and August 16, 2022 (the “Class Period”).

The 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 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 Class.

3. What is this lawsuit about?

Plaintiffs alleged generally that Defendants, which also includes their predecessor, 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?

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com**

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 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.

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 already were 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 reevaluation.

In exchange, the Plaintiffs and the members of the 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 are not eligible for payment, and you maintain your rights against Defendants individually and

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

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 Class Members and administering the Settlement, any service awards to the Settlement Class Representative, and any Court-approved award for attorneys' fees and reimbursement for litigation expenses. (See Section 12 below.)

More details about the Settlement are in the Settlement Agreement and other documents available at www.XXXXXXXXXX.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.

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.

7. How can I submit a Claim Form?

You can submit a Claim Form through the Settlement Website. To do this, visit www.XXXXXXXXXX.com, click "Submit a Claim Form" at the top of the homepage, 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 Settlement Administrator. Hard copy Claim Forms can be mailed to:

Aguilar-Tafoya and Brewton v. Travelers
c/o Administrator

For your claim to be valid and timely, your Claim Form must be received by the Settlement Administrator via the Settlement Website or postmarked by mail no later than [60 days after the Final Settlement Approval Hearing].

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com**

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

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement 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, www.XXXXXXXXXX.com.

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

If you remain in the 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 www.XXXXXXXXXX.com. You will also be bound by any decisions by the Court relating to the Settlement.

As described in Section 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 third-party neutral. 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 Class. If you wish to exclude yourself, you must do so on or before **[30 days prior to Final Settlement Hearing]** as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the 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:

Aguilar-Tafoya and Brewton v. Travelers
c/o NAME
ADDRESS

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

ADDRESS

A request for exclusion must be postmarked on or before **[30 days prior to Final Settlement Hearing]**.

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 Class, such as: “I request exclusion from the Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a 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 CLASS BY THE POSTMARK DEADLINE OF [30 days prior to final approval hearing], YOU WILL REMAIN PART OF THE 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)
4801 All Saints Road, NW
Albuquerque, NM 87120

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

Kedar Bhasker (kedar@bhaskerlaw.com)
2741 Indian School Rd. NE
Albuquerque, NM 87106

Andrea Harris (adh@vozhlaw.com)
1805 Rio Grande Avenue NW #2
Albuquerque, NM 87104

Bryan Williams (bryan@bryan4results.com)
4801 All Saints Road NW

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

Albuquerque, NM 87106

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.

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 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.

Class Counsel will also seek Class Representative awards to the Named Plaintiffs in the amount of \$10,000 each, subject to court approval. The Class Representative awards are designed to reward the Named Plaintiffs for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Named Plaintiffs in participating in the case and prosecuting the claim for the benefit of the Class. If the Court grants the request for Class Representative awards, and in whatever amount the Court approves the request, the Class Representative awards will be paid separately by Defendants.

When Class Counsel's motion for attorneys' fees is filed, it will be posted at www.XXXXXXXX.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 Class pursuant to the procedures described in Section 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 _____ [30 days before Final Approval Hearing date], 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: (a) a heading which refers to the Lawsuit; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection or intervention request; (c) 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; (d) 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; (e) 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; (f) a detailed description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

the hearing; and (g) documentary proof of membership in the Settlement Class. Contact information for filing and sending your request to object/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

Class Counsel Contact Information

Geoffrey Romero (geoff@grhwlawnm.com)
4801 All Saints Road, NW
Albuquerque, NM 87120

Corbin Hildebrandt (corbin@hildebrandtlawnm.com)
2741 Indian School Rd. NE
Albuquerque, NM 87106
(505) 998-6626

Kedar Bhasker (kedar@bhaskerlaw.com)
2741 Indian School Rd. NE
Albuquerque, NM 87106

Andrea Harris (adh@vozhlaw.com)
1805 Rio Grande Avenue NW #2
Albuquerque, NM 87104

Bryan Williams (bryan@bryan4results.com)
4801 All Saints Road NW
Albuquerque, NM 87106

Defense Counsel Contact Information

Steven M. Levy (*pro hac vice*)
DENTONS US LLP
233 South Wacker Dr., Suite 5900
Chicago, IL 60606
steven.levy@dentons.com

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

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxxx.com**

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 Class. Excluding yourself, on the other hand, is telling the Court you do not want to be part of the 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 Month Day, _____ at XX:XX x.m at the United States District Court for the District of New Mexico, 333 Lomas Blvd. 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, www.XXXXXXXXXX.com, call 1-800-, or email the Settlement Administrator at _____ 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 do not have to come to the hearing. 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 only if you exclude yourself from the Settlement.

If the Court approves the Settlement and no appeal is taken, the Settlement Administrator will send payments to Settlement Class Members who submitted timely and valid claims no later than 1210 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 and any service awards to Class Representative.

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 do 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:

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxx.com**

www.XXXXXXXXXX.com. You also may also contact the Settlement Administrator by email at info@xxxxxxx.com or by phone toll-free at 1-xxx-xxx-xxxx.

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 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 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 they are known or are 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, (a) 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; (b) any and all claims disputing the value of UM/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 (c) any and all claims related to or arising out of UIM benefits being reduced, or denied, due to a Schmick offset; (d) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/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 this 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 this Agreement, as to any of the Released Claims.

Dated: Month, Date, Year

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

**FOR QUESTIONS CALL 1-800-###-### OR
VISIT www.xxxxxxxxxxxxx.com**

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

**If you were injured in a car crash and were denied Underinsured Motorist Benefits by Travelers,
the settlement class certification of the Class Action Lawsuit**

*Para recibir esta notificación en español, llame al Administrador del Acuerdo al 1-XXX-XXX-XXXX
o visite www.XXXXXXXXXX.com.*

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 CIV 23-0247 JB/JMR

may affect your rights.

For complete information, visit [website link] or call [phone number].

You are not being sued. This is not a solicitation from a lawyer. This Email Notice was authorized by The United States District Court for the District of New Mexico.

You received this email notice because you may be a member of the group of people affected, called the “class.” This notice tells you how to get more information.

What is the lawsuit about?

Carlos Aguilar-Tafoya and Bradley Brewton, both individually and on behalf of other similarly situated individuals filed a lawsuit claiming that Travelers, as defined in the Settlement Agreement between the parties, misrepresented Automobile Insurance Underinsured Motorist Coverages. Travelers denies that it did anything wrong.

The lawsuit is called *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 CIV 23-0247 JB/JMR*, and is pending in the United States District Court for the District of New Mexico.

Your options:

Option 1: Submit a claim for claim readjustment payment.

More about Option 1: 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 already were 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 reevaluation.

Option 2: Return of Premium.

More about Option 2: 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. If you choose this Option, you will not be eligible for payment under the claim reevaluation option, regardless of the amount paid to you under this premium option.

Option 3: Exclude Yourself

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 the Defendants. You must follow the rules for exclusions contained in the Settlement Agreement and Class Notice.

Option 4: Object

If you do not exclude yourself, and if you disagree with the Settlement, you can write to the Court to explain your objection. You must follow the rules for objections contained in the Settlement Agreement and Class Notice.

Option 5: Do Nothing

You will not receive any payment, and you give up your right to sue Defendants about the claims in the case.

For complete information, visit [website link] or call [phone number].

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

CARLOS AGUILAR-TAFOYA, and
BRADLEY BREWTON, both individually and
on behalf of other similarly situated individuals,

Plaintiffs,

v.

Case No. 1:23-00247 JB/JMR

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.

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE [PROPOSED]**

The Court preliminarily approved the Class Settlement in this case on ____, 2026. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement (“Agreement”). Through a Motion For Final Approval of Class Settlement and Motion for Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant Plaintiffs’ unopposed request for attorneys’ fees, and Class

Representative awards. A hearing was held on the Motions on ____, 2026. For the reasons stated below, the Motions are granted.

On ____, 2026, the matter of the Court's final approval of the Agreement submitted on ____, 2026 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of Plaintiff and the Settlement Class were Kedar Bhasker, LAW OFFICE OF KEDAR BHASKER, LLC, 2741 Indian School Rd. NE, Albuquerque, NM, Corbin Hildebrandt, CORBIN HILDEBRANDT, P.C., 2741 Indian School Rd. NE, Albuquerque, NM 87106, Geoffrey Romero, ROMERO, HARADA & WINTERS, LLC, 4801 All Saints Rd., Albuquerque, NM 87120, Andrea Harris, VALLE, O'CLEIREACHAIN, ZAMORA AND HARRIS, 1805 Rio Grande Avenue NW #2, Albuquerque, NM 87104 and Bryan Williams, 4801 All Saints Rd., Albuquerque, NM 87120 ("Class Counsel"). Appearing on behalf of Defendants were Steven M. Levy, DENTONS US LLP, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606 and Jennifer A. Noya, MODRALL SPERLING, 500 Fourth Street NW, Suite 1000, Albuquerque, NM 87102.

WHEREAS, the Named Plaintiffs, Carlos Aguilar-Tafoya and Bradley Brewton, both individually and on behalf of other similarly situated individuals and the proposed Settlement Class, and Defendants, 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 (collectively, “Defendants,” as defined in the Agreement), have executed and filed the Agreement with the Court on ___, 2026; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on ___, 2026, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Carlos Aguilar-Tafoya and Bradley Brewton were approved in the Preliminary Approval Order as the Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on ___, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on ___, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the Proposed Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants sold “illusory” or misleading underinsured motorists bodily injury (“UIM”) coverage in New Mexico automobile insurance policies (the “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.

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: 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 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.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants’ UIM coverage was illusory or misleading) and Plaintiffs’ claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class.

Thus, the requirements to certify a class prescribed by the Federal Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

6. For purposes of Settlement, the Settlement Class is certifiable under the Federal Rules of Civil Procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on __ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, the Releasing Parties and the Released Parties.

14. _____ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, are in compliance with due process and the Federal Rules of Civil Procedure, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with all its terms.

17. The Class Claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, and all Releasing Parties, shall be forever barred and permanently enjoined, from asserting, either directly or indirectly, individually or in a representative capacity or on

behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

18. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

19. “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 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 they are known or are 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, (a) 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; (b) any and all claims disputing the value of UM/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 (c) any and all claims related to or arising out of UIM benefits being reduced, or denied, due to a *Schmick* offset; (d) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/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 this Settlement Agreement.

20. “Released Parties” means Defendants, as defined in the Agreement, and any of their past, present or future parent, subsidiary and affiliated entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, divisions or legal representatives thereof.

21. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, executors, administrators, insurers or reinsurers, and on behalf of any other Person or entity who or which could or might assert any claim under or through any of the foregoing.

22. “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 this Agreement, as to any of the Released Claims.

23. It is hereby determined that the Class Notice and method of distribution thereof constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

24. Within 30 days after all Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with this Paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

25. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendants. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final

Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by any of the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion; however, Defendants may use the Agreement or the Exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion relating to the Released Claims set out in the Agreement.

26. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the three Class Representatives an amount of \$_____, each, to be paid by Defendants.

28. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees award in the amount of \$_____, to be paid by Defendants.

29. The Court hereby appoints Raynard Struck to serve as the Neutral Evaluator in this matter.

30. This Final Judgment is a final order in the Action within the meaning and for the purposes of the Federal Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs, Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

31. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close this case.

32. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

- A. Enforcing this Final Judgment, the Agreement and the Settlement;
- B. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable James O. Browning

Exhibit D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

CARLOS AGUILAR-TAFOYA, and
BRADLEY BREWTON, both individually and
on behalf of other similarly situated individuals,

Plaintiffs,

v.

Case No. 1:23-00247 JB/JMR

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.

**ORDER PRELIMINARILY APPROVING SETTLEMENT AND DIRECTING
NOTICE TO THE CLASS [PROPOSED]**

The Parties have reached a Settlement in this case. Through an unopposed Motion for Preliminary Approval of Class Settlement, they seek, among other things, that the Court: (1) certify the proposed Class for Settlement purposes; (2) grant preliminary approval of the Settlement Agreement ("Agreement"); (3) direct notice to the Settlement Class; and (4) set a Final Settlement Hearing. For the reasons stated below, the Motion is granted.

Plaintiffs, Carlos Aguilar-Tafoya and Bradley Brewton, both individually and on behalf of other similarly situated individuals and the proposed Settlement Class, and Defendants, 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 (collectively with the “Released Parties” defined in the Settlement Agreement, “Travelers”) (collectively, "Defendants") (all capitalized terms herein shall have the same meaning as in the Agreement), all acting by and through their respective counsel, have agreed, subject to Court approval following sending of the Class Notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions in the Agreement, filed with the Court on _____, 2026; and

The Parties have made an application for preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and with good cause appearing,

IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.
2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Named Plaintiffs, all Settlement Class Members and Defendants.

3. The Court preliminarily approves the Agreement, and preliminarily finds the settlement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by Defendants or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Parties of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Parties, except that Defendants may file this Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim relating to the Released Claims set forth in the Agreement.

4. This Court has made a preliminary inquiry into the requirements of The Federal Rules of Civil Procedure. The Court briefly addresses each factor and, for purposes of Settlement, finds that the proposed Settlement Class is suitable for class treatment.

5. For purposes of Settlement, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and only includes insureds who also suffered redressable harm, so is not overbroad. Thus, for purposes of Settlement, the threshold requirements for class certification — standing, adequate definition, and ascertainability — are satisfied.

6. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether the subject UIM coverage was illusory or misleading), and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class. Thus, the requirements to certify a class prescribed by the Federal Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

7. For purposes of Settlement, the Settlement Class is also certifiable under the Federal Rules of Civil Procedure because, for purposes of preliminarily approving the Settlement Class, common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

8. Defendants maintain all defenses to certification and this Order shall not be used as evidence or be interpreted in any way to be relevant to whether a litigation class should have been certified for class treatment.

9. The Court approves, as to form and content, the Class Notice.

10. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Class Notice before it is mailed to Class Members.

11. The Court finds the Class Notice constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who can be identified through reasonable effort and constitutes valid and sufficient notice to all entitled thereto, complying fully with the requirements of the Federal Rules of Civil Procedure and due process.

12. The Class Notice procedure shall be as set forth below and in the Agreement.

- a) Notice of the pendency of the Action and of the Settlement shall be made pursuant to the terms of the Agreement, including mail notice.

- b) Within sixty (60) days of this Order, the Claims Administrator, shall cause copies of the Class Notice to be sent in accordance with the Agreement, which shall constitute the Initial Notice Date. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise.
- c) The Claims Administrator shall provide further copies of the Class Notice to Class Members upon request. The Court hereby appoints Epiq Systems Inc. as Claims Administrator.
- d) All costs and expenses incurred in providing notice to Settlement Class Members shall be paid by Defendants as set forth in the Agreement.
- e) Neither Defendants, nor Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

13. Consistent with the Agreement, the Court conditionally approves the following Settlement Class: 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 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.

14. If final approval of the Proposed Settlement is not obtained, this certification order, including the above description of the Settlement Class, shall be vacated and of no further force or effect.

15. The Court appoints Carlos Aguilar-Tafoya and Bradley Brewton as Class Representatives, and Kedar Bhasker, Corbin Hildebrandt, Geoffrey R Romero, Andrea Harris and Bryan Williams as Class Counsel.

16. Settlement Class Members who wish to comment on, object to or exclude themselves from the Settlement must do so in accordance with the instructions contained in the Agreement and Class Notice. Exclusion and objection requests must be postmarked no later than 30 days before the Final Settlement Hearing. Anyone who properly submits a request for exclusion shall not be a member of the Settlement Class and shall have no rights with respect to the Settlement. All Settlement Class Members who do not validly request exclusion shall be bound by any final judgment and order of dismissal entered pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting any and all of the Released Claims against any and all of the Released Parties, and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims.

17. A hearing shall be held on _____, 202__, at _____ m., before the Honorable James O. Browning, United States District Court for the District of New Mexico, 333 Lomas Blvd NW, Albuquerque, New Mexico 87102, for the purpose of determining: (a) whether the Proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment, granting final approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representatives should receive Class Representative awards and in what amount; (d) whether Class Counsel should receive a fees award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

18. Plaintiffs' Motion for Final Approval of Class Action Settlement, for attorneys' fees, costs and expenses, and on behalf of the Class Representative(s) for a service award, as set forth in the Settlement Agreement shall be filed on or before _____[15 days before the date set by this Order for the Final Approval Hearing].

19. Class Counsel and/or Defense Counsel may file and serve a written response to any objection not later than ten (10) days before the Final Approval Hearing. Objections to the Settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court (unless the Court in its discretion shall otherwise direct), only if they comply with the objection procedures set forth herein.

20. Any Class Member who has not requested to be excluded from the Class may appear and endeavor to show cause, if any, why the Court should or should not: (a) approve the Proposed Settlement as set forth in the Agreement as fair, reasonable and adequate; (b) provide for Class Representative Awards; (c) provide for a fee award to Class Counsel; and (d) enter the Final Judgment finally approving the Settlement. Provided, however, that no person shall be heard with respect to, or shall be entitled to contest the foregoing matters unless, no later than 30 days prior to the Final Settlement Hearing, that person has properly filed a Notice of Objection with the Clerk of the Court, and served upon the following:

The Court:

Clerk of the Court
New Mexico District Court,
Bernalillo County, Second
Judicial District

For the Class:

Kedar Bhasker
Law Office of Kedar Bhasker,
LLC
2741 Indian School Rd. NE,
Suite 208
Albuquerque, NM 87106

Corbin Hildebrandt
Corbin Hildebrandt, P.C.
2741 Indian School Rd. NE.
Albuquerque, NM 87106

For Defendants:

Steven M. Levy
DENTONS US LLP
233 S. Wacker Dr.
Suite 5900
Chicago, IL 60606

Jennifer A. Noya
Modrall Sperling
500 Fourth Street NW

Geoffrey R Romero
ROMERO, HARADA
&WINTERS, LLC
4801 All Saints Road, NW
Albuquerque, NM 87120

Suite 1000
Albuquerque, NM 87102

Andrea Harris
Valle, O'Claireachain, Zamora
and Harris
1805 Rio Grande Avenue NW #2
Albuquerque, NM 87104

Bryan Williams
Williams Injury Law, P.C.
4801 All Saints Road NW
Albuquerque, NM 87120

The Notice of Objection, to be valid, must be in writing and contain the following information:

(a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) 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 Settlement Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Settlement Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The notice of intent to object, to be effective, also must be

submitted by the objector or a legally authorized representative on an individual basis and not as part of a group, class or subclass.

21. Unless otherwise ordered by the Court, any Settlement Class Member who does not make his, her, or its objection in the manner provided for herein, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the foregoing matters.

22. The Court may adjourn the Final Settlement Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Settlement at or after the Final Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice and without leave to amend as to Defendants and against the Named Plaintiffs and the Settlement Class Members at or after the Final Settlement Hearing and without further notice to the Settlement Class Members.

23. This Action shall be stayed pending further proceedings in connection with the effectuation of the Proposed Settlement.

24. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Settlement Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any of the Released Parties, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the action.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable James O. Browning