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

MARIA COTO, individually and
on behalf of other similarly situated individuals,
Plaintiff,

v. Case No. 25-cv-00160-KWR-GJF

DAIRYLAND INSURANCE COMPANY,
SENTRY INSURANCE COMPANY, a/k/a
SENTRY INSURANCE A MUTUAL INSURANCE COMPANY, a/k/a
SENTRY INSURANCE,
Defendants.

# SETTLEMENT AGREEMENT

This Settlement Agreement, dated September 9, 2026, is made and entered into by and among Plaintiff Maria Coto ("Plaintiff" or "Class Representative"), Defendants and affiliated entities Dairyland Insurance Company, Sentry Insurance Company (formerly known as Sentry Insurance, A Mutual Company), Peak Property and Casualty Insurance Corporation, Viking Insurance Company of Wisconsin, and Sentry Select Insurance Company(together, "Sentry") (collectively, with Plaintiff, the "Parties"). The Settlement is intended to fully resolve the above-captioned class action lawsuit, subject to the approval of the Court and the terms and conditions set forth in this Settlement.

## I. RECITALS/BACKGROUND

1. This litigation arises from Plaintiff's allegations that the Underinsured Motorist ("UIM") component of the Uninsured/Underinsured Motorist ("UM/UIM") coverage he purchased from Sentry was "illusory," valueless, or misleading by virtue of Sentry's application of, or failure to adequately inform him about, the implications of New Mexico's statutory offset law, which requires an insurer to reduce the amount of any UIM payment by

the insured's recovery from an at-fault driver's liability insurance coverage. This is commonly referred to as the "*Schmick* offset," stemming from the New Mexico Supreme Court's reading of New Mexico's UM/UIM statute, NMSA § 66-5-301. *See Schmick v. State Farm Mut. Auto. Ins. Co.*, 1985-NMSC-073, 103 N.M. 216, 704 P.2d 1092.

2. In 2017, Plaintiff was offered and elected to purchase UM/UIM coverage from Sentry at the state-minimum limits of $25,000 per-person/$50,000 per occurrence.

3. On February 20, 2018, Plaintiff was injured in a motor vehicle collision caused by an at-fault third-party. The third party carried liability coverage in the amount of $50,000 per person for bodily injury. After the collision, Plaintiff made a claim with the tortfeasor's insurer and received the full extent of liability coverage under the tortfeasor's policy. Plaintiff then made a claim for underinsured motorist benefits with Sentry under her policy. Sentry denied the claim because the third party was not an "underinsured driver" because of the *Schmick* offset.

4. On January 3, 2025, Plaintiff filed suit against Defendants in the Fourth Judicial District in the State of New Mexico, County of San Miguel. Defendants timely removed the case to United States District Court for the District of New Mexico.

5. Plaintiff claims that the UIM portion of her UM/UIM coverage was "illusory", without value, or misleading by virtue of Sentry's application of the *Schmick* offset and claimed that Sentry failed to adequately inform him about the limitations of UIM coverage due to the *Schmick* offset, which resulted in Sentry's denial of her UIM bodily injury claim. Plaintiff asserted the following claims against Sentry entities in the Class Action Complaint filed January 3, 2025: (1) negligence; (2) violations of New Mexico's Unfair Trade Practices Act; (3) violations of New Mexico's Unfair Insurance Practices Act; (4) reformation of

insurance policy; (5) breach of the covenant of good faith and fair dealing; (6) negligent misrepresentation; (7) unjust enrichment; and (8) declaratory judgment and (9) injunctive relief. Plaintiff also sought punitive damages, compensatory damages, treble damages, costs and expenses, and attorneys' fees.

6. On October 4, 2021, the New Mexico Supreme Court issued *Crutcher v. Liberty Mutual Insurance Company*, No. S-1-SC-37478, 501 P.3d 433 (N.M. 2021). In *Crutcher*, the Court held that minimum-limits UIM coverage "was illusory in that it may mislead minimum UM/UIM policyholders to believe that they will receive underinsured motorist benefits, when in reality they may never receive such benefit." Thus, the Court determined that "an insurer must adequately disclose the limitations of minimum limits UM/UIM coverage—namely, that . . . a policyholder may never receive underinsurance motorist coverage" because of the *Schmick* offset. *Id.* at *1. The Court held that "hereafter, the insurer shall bear the burden of disclosure to the policyholder that a purchase of the statutory minimum of UM/UIM insurance may come with the counterintuitive exclusion of UIM insurance if the insured is in an accident with a tortfeasor who carries minimum liability insurance . . . . As such, we will now require every insurer to adequately disclose the limitations of minimum limits UM/UIM policies in the form of an exclusion in its insurance policy." *Id.*

7. Following *Crutcher*, Sentry instituted revised UM/UIM selection forms and policy jackets incorporating the necessary disclosure and exclusion required by *Crutcher*.

8. On June 30, 2026, the Parties, through nationally recognized class action and insurance mediator Michael Ungar, engaged in good faith, arm's-length settlement negotiations, agreeing on the key terms of the Settlement. To further settlement discussions,

Sentry provided Plaintiff with certain data, including the aggregate UM/UIM coverage premiums earned by Sentry, and UM/UIM claims data.

9. Plaintiff, through Class Counsel, believes that the Settlement confers substantial benefits on the Settlement Class and is in the best interest of the Settlement Class. It is also understood that Plaintiff, through Class Counsel, believes that her claims have substantial merit. Nonetheless, Plaintiff, through Class Counsel, recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Action against Sentry through discovery, motions practice, trial, and potential appeals. Plaintiff, through Class Counsel, has also considered the uncertain outcome and risks of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel is experienced in insurance litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue in such litigation and specifically in this Action. Class Counsel has determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

10. Sentry continues to deny each and all of the claims and contentions alleged against them in the Action. Sentry denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. However, Sentry has concluded that further litigation would be protracted and costly. Sentry has considered the uncertainty and risks inherent in any litigation, and Sentry has therefore determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by the Plaintiff

and Class Representative, individually and on behalf of the Settlement Class, and Sentry, that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

## II. DEFINITIONS

1. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

a. "Sentry" means Defendants and affiliated entities Dairyland Insurance Company, Sentry Insurance Company (formerly known as Sentry Insurance, A Mutual Company), Peak Property and Casualty Insurance Corporation, Viking Insurance Company of Wisconsin, and Sentry Select Insurance Company.

b. "Sentry's Counsel" means Baker & Hostetler, LLP and O'Brien, Padilla, Santos and Anderson, P.C.

c. "Action" means *Maria Coto, individually and on behalf of other similarly situated individuals, v. Dairyland Insurance Company, Sentry Insurance Company, a/k/a Sentry Insurance a Mutual Insurance Company a/k/a Sentry Insurance*, United States District Court for the District of New Mexico, Case No. 25-cv-00160.

d. "Agreement," "Settlement Agreement," or "Settlement" means this Settlement Agreement, Exhibits, and the settlement terms embodied herein.

e. "Claim" means a claim for a Payment for those Offset Subclass Members who, during the class period, submitted an underinsured motorist claim that was subject to a *Schmick* offset, made under the terms of this Settlement Agreement.

f. "Claim Form" means the document, which will be available on the Settlement Website for electronic completion or available to receive by mail for a mailed

submission, that certain Offset Subclass Members must submit to potentially receive an Offset Subclass Payment, as set forth in and subject to the provisions of this Agreement. A copy of the Claim Form is attached hereto as Exhibit A.

g. "Claimant" means an Offset Subclass Member who makes a Claim for benefits under this Settlement Agreement.

h. "Claim Deadline" means the final date by which a Settlement Class Member must submit a Claim for an Offset Subclass Payment. The Claim Deadline shall be sixty (60) days after the Notice Date.

i. "Class Counsel" means Kedar Bhasker of Law Offices of Kedar Bhasker, Corbin Hildebrandt of Corbin Hildebrandt P.C., Geoffrey Romero, Nikko Harada, and Chris Winters of Romero, Harada & Winters, LLC, and Jonathan D. Woods of Prince, Schmidt & Woods, LLP.

j. "Class Period" means October 1, 2010 – December 31, 2022.

k. "Class Representative" means the Plaintiff, Maria Coto.

l. "Complaint" means the Class Action Complaint filed by Plaintiff on January 3, 2025, against Defendants in the Fourth Judicial District in the State of New Mexico, County of San Miguel.

m. "Confidential Information" means the names, addresses, policy numbers and any and all data provided by Sentry relating to potential Class Members, and any other proprietary business information of Sentry.

n. "Court" means the United States District Court for the District of New Mexico.

o. "Direct Premium Refund Fund" means the portion of the Settlement

Fund remaining after the following amounts are deducted: (i) Attorneys' Fee Award and Costs approved by the Court; (ii) Incentive Compensation Award Payments approved by the Court; (iii) Notice and Administrative Expenses incurred; (iv) Taxes and Tax-Related Expenses; (v) payment of Valid Claims for Offset Subclass Payments; and (vi) estimated Notice and Administrative Expenses necessary to effectuate the Direct Premium Refund Payments as determined by the Settlement Administrator.

p. "Direct Premium Refund Payments" means the payments as defined in paragraph VII.4, below.

q. "Effective Date of Settlement" or "Effective Date" means the date upon which the Settlement in the Action shall become effective and final, and occurs when each and all of the following conditions have occurred:

i. This Settlement Agreement has been fully executed by all Parties and their counsel;

ii. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement, and approving the Notice (described below);

iii. The Notice program has been executed in accordance with the Preliminary Approval Order;

iv. The Court has entered a Final Order and Judgment finally approving the Settlement; and

v. The Final Order and Judgment, as defined below, has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; (2) an appeal or other review proceeding having been

commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a matter that affirms the Final Judgment in all material respects.

r. "Final Fairness Hearing" means the hearing to be conducted by the Court after the Notice program is complete, at which time Class Counsel and Sentry's Counsel will request that the Court grant final approval of the Settlement set forth herein.

s. "Final Order and Judgment" means an order and judgment that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement.

t. "Motor vehicle" means any motor vehicle as defined by NMSA 1978, § 66-1-4.11(H).

u. "Neutral Evaluation on Appeal" means the neutral Referee's resolution of an Offset Subclass Member's appeal of a Notice of Determination.

v. "Non-Profit *Cy Pres* Recipient" means Equal Access to Justice, subject to the Court's approval.

w. "Notice" means the mailed or emailed notice, substantially in one of the two forms shown in Exhibits A, C, and D hereto (depending on whether the notice is mailed or emailed), to the Settlement Class Members, notifying them of the Settlement and inviting Settlement Class Members to make a Claim for Settlement Class Payments.

x. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, any Neutral Evaluation on Appeal (including, but not limited to, expenses charged or incurred by the Referee), and administering, calculating, and distributing the Settlement Fund to Settlement Class Members. Notice and Administrative Expenses also includes all third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

y. "Notice Date" means the first date upon which the Notice is mailed or emailed to the Settlement Class Members.

z. "Notice of Determination" means the notice sent by the Settlement Administrator to an Offset Subclass Member who makes a Valid Claim for Payment (described in Paragraph VII.2) of the Settlement Administrator's determination of their eligibility for an Offset Subclass Payment.

aa. "Notice of Determination Appeal" means an appeal by an Offset Subclass Settlement Class Member of a Notice of Determination.

bb. "Offset Subclass" or "Offset Subclass Members" means those Class Members who submitted a claim for underinsured motorist coverage benefits for a Motor Vehicle accident occurring between October 1, 2010 and December 31, 2022 and whose underinsured motorist benefits were offset by amounts paid by the insurer of the person liable for the Motor Vehicle accident.

cc. "Offset Subclass Payments" means payments to be made to Offset

Subclass Members, as described in Paragraph V below.

dd. "Opt-Out Deadline" means forty-five (45) days after the Notice Date, or any different date set by the Court in the Preliminary Approval Order. The Opt-Out Deadline will be specified in the Notices.

ee. "Parties" means Plaintiff Maria Coto ("Plaintiff" or "Class Representative") and Defendants and affiliated entities Dairyland Insurance Company, Sentry Insurance Company (formerly known as Sentry Insurance, A Mutual Company), Peak Property and Casualty Insurance Corporation, Viking Insurance Company of Wisconsin, and Sentry Select Insurance Company (together, "Sentry").

ff. "Plaintiff" means the Plaintiff in this action, Maria Coto.

gg. "Preliminary Approval Order" means the proposed order substantially in the form of Exhibit B, hereto, preliminary approving the Settlement and directing mailed and emailed Notice to the Settlement Class Members of the pendency of the Action and of the Settlement, to be entered by the Court.

hh. "Referee" means the designated neutral third party, appointed by the Court who has been selected by Class Counsel and agreed to by Sentry, who will be assigned to resolve an Offset Subclass Member's appeal, if any, of a Notice of Determination pursuant to the procedures set forth herein for the Neutral Evaluation on Appeal.

ii. "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 unknown, 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 any of 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 the *Schmick* offset or New Mexico being a "gap theory" state with respect to the payment of UIM benefits; (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; and (e) any and all claims arising from or relating to the charging of premiums for Underinsured Motorist insurance coverage. 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.

jj. "Released Parties" or "Released Party" means Defendants and affiliated entities Dairyland Insurance Company, Sentry Insurance Company (formerly known as Sentry Insurance, A Mutual Company), Peak Property and Casualty Insurance Corporation, Viking Insurance Company of Wisconsin, and Sentry Select Insurance Company, and each of their respective past and present parent companies, subsidiaries, affiliates, related entities, predecessors, successors, insurers, assigns, officers, directors, governors, partners, shareholders, members, agents, employees, representatives, attorneys, administrators, and any

person related to such entities or individuals who is, was, or could have been named as a defendant in the Action, and each of their respective past and present predecessors, successors, insurers, assigns, officers, directors, governors, partners, shareholders, members, agents, employees, representatives, attorneys, administrators, and any person related to such entities or individuals who is, was, or could have been named as a defendant in the Action.

kk. "Releasing Parties" means the Class Representative and the Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, excluding those Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

ll. "Incentive Compensation Award Payment" means any Court ordered payment to Plaintiff for serving as Class Representative, which is in addition to any payment due to Plaintiff as a Settlement Class Member.

mm. "Settlement Administrator" shall mean Epic Class Action & Claims Solutions, Inc., subject to Court approval.

nn. "Settlement Class," means and includes all Sentry policyholders and insureds after October 1, 2010, who:

i. purchased or otherwise paid a premium for a New Mexico insurance policy with an effective date prior to January 1, 2022, that included UM/UIM coverage; and/or

ii. made a claim for UIM benefits after October 1, 2010, under a New Mexico insurance policy with an effective date prior to January 1, 2022, that did not include the disclosure and exclusion required by *Crutcher* and had benefits reduced or denied due to a *Schmick* offset.

To identify the scope of the Settlement Class, Sentry searched for and provided to Class Counsel a list of:

1. All Sentry policyholders who paid a premium for a New Mexico insurance policy with an effective date prior to January 1, 2022, that included UM/UIM coverage, at any time between October 1, 2010 and December 31, 2022; and
2. All individuals who made a UIM claim to Sentry between October 1, 2010 and December 31, 2022under a New Mexico auto insurance policy with an effective date prior to January 1, 2022.

The Settlement Class specifically excludes (1) any claimant who has separately filed suit against Sentry up to the Notice Date, the subject of which suit includes the reduction or denial of benefits on the basis of a *Schmick* offset; (2) any individual who has settled a claim for benefits reduced or denied on the basis of a *Schmick* offset, whose claim was adjusted or readjusted without applying a *Schmick* offset, or who signed a final release prior to the Notice Date; (3) the Judge(s) presiding over this Action; and (4) any employees of the Released Parties.

oo. "Settlement Class Member(s)," "Class Member(s)," or "Member(s)" means any person or entity that falls within the definition of the Settlement Class and does not timely opt out.

pp. "Settlement Fund" means the sum of Two Million Seven Hundred and Fifty Thousand Dollars ($2,750,000.00) to be paid by or on behalf of Sentry as specified in Section IV. The Settlement Fund is the limit and extent of the monetary obligations of Sentry, and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors,

governors, members, managers, employees, shareholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, and any other Released Parties, with respect to this Agreement and the settlement of the Action.

qq. "Settlement Website" means the website that the Settlement Administrator will establish as a means for the Settlement Class to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, access to a downloadable printable Claim Form, Motion for Preliminary Approval, Preliminary Approval Order, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website and the Settlement Website shall remain online for 90 days following the Effective Date. The Settlement Website shall not include any advertising and shall not bear or include Sentry's logos or Sentry's trademarks. Ownership of the Settlement Website URL shall be transferred to Sentry within 10 days of the date on which operation of the Settlement Website ceases.

rr. "Taxes and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Sentry with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

ss. "Unclaimed Funds" means the value of checks not cashed or funds that were otherwise not claimed by Settlement Class Members for Direct Premium Refund

Payments and/or Offset Subclass Payments.

## III. CERTIFICATION OF THE SETTLEMENT CLASS

For Settlement purposes only, Plaintiff and Defendants agree to ask the Court to certify the Settlement Class pursuant to the Federal Rules of Civil Procedure.

## IV. SETTLEMENT FUND

1. **Establishment of Settlement Fund**. Within twenty-one (21) days of the latter of the entry of Preliminary Approval Order or the creation of an account established and administered by the Settlement Administrator for purposes of receiving the Settlement Fund, Sentry shall deposit or cause to be deposited an amount equal to the Settlement Administrator's expected costs into the account established and administered by the Settlement Administrator; the Settlement Administrator shall provide Sentry the amount of such expected costs upon its creation of the account that it will administer. Then, within forty-five (45) days of the Effective Date Sentry shall deposit or cause to be deposited an amount equal to the difference between $2,750,000.00 and the amount Sentry previously deposited or caused to be deposited into the account established and administered by the Settlement Administrator such that the total amount Sentry will have deposited into the account is $2,750,000.00.

2. **Non-Reversionary**. The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Sentry in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph XIV. In the event the Settlement Agreement is terminated pursuant to Paragraph XIV, the Settlement Administrator shall return to Sentry within ten (10) days any amounts remaining in the Settlement Fund, less any expenses the Settlement Administrator has already incurred

pursuant to the Settlement Agreement, which the Settlement Administrator shall be entitled to retain.

3. **Qualified Settlement Fund**. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. Sentry and Sentry's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

4. **Custody of Settlement Fund**. The Settlement Fund shall be deemed to be in

the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to Sentry in the event this Settlement Agreement is terminated.

5. **Use of the Settlement Fund**. As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Offset Subclass Claim Payments; (iv) Direct Premium Refund Payments; (v) Incentive Compensation Award Payments approved by the Court; and (vi) Attorneys' Fees Award and Costs approved by the Court. In no event shall Sentry or any other Released Party have any payment obligations to Settlement Class Members, the Settlement Class, Plaintiff, Class Counsel, the Settlement Administrator, or to any other person or entity beyond the Settlement Fund.

6. **Taxes and Representations**. Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it

of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement.

## V. BENEFITS TO SETTLEMENT CLASS MEMBERS

1. **Offset Subclass Claim Payments.** Sentry will provide to Class Counsel and the Settlement Administrator a spreadsheet reflecting all New Mexico Underinsured Motorist Claims submitted during the Class Period under Sentry New Mexico insurance policies with an effective date prior to January 1, 2022. Offset Subclass Members who make a Valid Claim for payment will be entitled to one (1) payment of up to $25,000.00. The total amount of the Settlement Fund to be made available for Offset Subclass Payments shall be $915,000.00. If the number of valid Offset Subclass claims exceeds $915,000.00, Offset Subclass Payments will be reduced pro rata. If the total amount paid to Offset Subclass members is less than the total amount made available for Offset Subclass Payments, any remaining amounts will be added to the Direct Premium Refund Fund. To be a Valid Claim, the Offset Subclass Member must (1) have been in an accident between October 1, 2010 and December 31, 2022, (2) submitted a claim to Sentry for underinsured motorist coverage relating to that accident, under a Sentry New Mexico insurance policy with an effective date prior to January 1, 2022, (3) whose underinsured motorist benefits were offset by amounts paid by the insurer of the person liable for the Motor Vehicle accident.

2. **Direct Premium Refund Payments.** Those Settlement Class Members who purchased a policy with, or paid a premium for, UM/UIM coverage on an insurance policy with an effective date prior to January 1, 2022, between October 1, 2010 and December 31, 2022, and who do not make a Valid Claim for an Offset Subclass Payment, shall be directly paid a pro rata share of the Direct Premium Refund Fund (the "Direct Premium Refund Payment"). For those Settlement Class Members entitled to a Direct Premium Refund

Payment, each such Class Member's pro rata share of the Direct Premium Refund Fund shall be based on the total UM/UIM premiums paid by such persons between October 1, 2010 and December 31, 2022 (*i.e.*, aggregate amount of UM/UIM premium paid by an eligible Settlement Class Member/the total Direct Premium Refund Fund = pro rata percentage of Direct Premium Refund Fund).

## VI. NOTICE PROGRAM

1. Notice of the pendency of the Action and the Settlement Agreement (the "Notice Program") shall be made as provided in this Section.

2. **Sending the Notice**: Within 45 days after the entry of the Preliminary Approval Order, the Class Notice, in one of the two forms substantially similar to those attached hereto as Exhibit A, C and D, shall be emailed to each Settlement Class Member's last known email address. If Sentry does not have a valid email address, notice shall be sent in one of the two forms substantially similar to those attached hereto as Exhibit A, by first class mail to those Settlement Class Members' last known address. The last known address shall be determined from information reasonably available in Sentry's files, which will be run by the Settlement Administrator through the United States Postal Service's national change of address database prior to mailing by the Settlement Administrator. For those Settlement Class Members who make a Valid Claim for an Offset Subclass Payment, the Settlement Administrator shall offer various options to receive a Settlement Class Payment (*e.g.*, check, Paypal, Venmo) should the Settlement Administrator and/or the Referee determine that such Class Member is entitled to an Offset Subclass Payment.

3. A copy of the Claim Form, substantially in the form hereto as Exhibit A, will be available on the Settlement Website identified in the Class Notice and can be requested to

be received in the mail from the Settlement Administrator.

4. Sentry and the Settlement Administrator shall have no duty to perform any additional search for, or otherwise attempt to verify, e-mail and mailing addresses of Settlement Class Members, including as to returned, undelivered Class Notices. However, any Class Notices that are returned with a listed forwarding e-mail and mailing address shall then promptly be mailed a Notice to the listed forwarding address. However, the Claim Deadline shall not be adjusted due to re-mailing and e-mailing of a Class Notice to a forwarding address.

5. Unless otherwise ordered by the Court, or agreed by the Parties, the Class Notice will be sent solely to Settlement Class Members and not to any attorney or counsel who may represent them with regard to a UM/UIM claim or who have represented the Settlement Class Members with regard to any previous claim.

6. The notice shall inform Settlement Class Members, in bold type, that they are not to call the Court or Sentry's counsel.

7. **Toll Free Hotline and Website**: The Settlement Administrator will establish a toll-free telephone number with a live operator, 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 Settlement Website shall contain some 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 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 e-mailed and mailed and the Settlement Website shall remain online for 90 days following the

Effective Date.

8. **Costs of Notice**: Costs of administration (including printing and mailing and e-mailing the Class Notice, providing the Settlement Website, establishing a toll-free telephone number, printing and distributing payments to Settlement Class Members and all postage relating to the foregoing) will be paid out of the Settlement Fund. Under no circumstances shall Sentry be required under this Agreement to incur or pay any fees or expenses beyond the establishment of the Settlement Fund.

## VII. ADMINISTRATION OF CLAIMS

1. **Class Notice and Claim Deadline**: Offset Subclass Members must submit a Claim for an Offset Subclass Payment by the Claim Deadline, meaning all Settlement Class Members shall have sixty (60) days after the Notice Date to submit a Claim for an Offset Subclass Payment. Compliance with all deadlines shall be determined based on the postmark of the communication.

2. **Process for Valid Claims for Offset Subclass Payments**.

a. The process in this subsection applies to Claims made for Offset Subclass Payments.

b. The Settlement Administrator will receive all Claims and make the initial determination of whether a Claim is a Valid Claim within 30 days of receipt. The Settlement Administrator shall review the list of UIM claims during the Class Period provided by Sentry. If those records do not reflect an Underinsured Motorist claim for the submitting individual during the Class Period, the Settlement Administrator shall deny such Claim and provide notice of such denial to the claimant in the form of Notice of Determination.

c. Within thirty (30) days of Effective Date, the Settlement Administrator

shall advise, in writing, all Offset Subclass members who submit a Claim of its claims determination (hereafter referred to as the "Notice of Determination"), which shall set forth: (i) the amount (if any) of the Offset Subclass Payment to be paid; (ii) the reason for denial of the Claim if it is denied; and (iii) the process and deadline for Appealing the Notice of Determination as set forth in Section 3, below.

d. If an Offset Subclass Member is due a Payment, a payment by check will be sent after completion of the appeal process for any Offset Subclass Members, as explained in Section 3, below.

3. **Appeal of Notice of Determination for Offset Subclass Payments**.

a. A Settlement Class Member may appeal the Notice of Determination but must do so according to the procedures described herein.

b. The Parties will request that as part of the Final Order and Judgment, the Court appoint a designated Referee, who is a neutral third party that has been selected and agreed to by both Class Counsel and Sentry. The Referee shall have a duty to recuse himself or herself upon learning of the existence of any grounds that would require the mandatory recusal of a judge under the New Mexico Code of Judicial Conduct. In the event the Referee recuses himself or herself, Sentry and Class Counsel shall agree on an alternate Referee. Neither Sentry, nor the Plaintiff, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Referee(s).

c. To initiate an appeal, the Claimant must, within thirty (30) days from the date on which his or her Notice of Determination is postmarked, submit to the Settlement Administrator (at the address provided in the Class Notice) a demand for a Neutral Evaluation on Appeal in writing similar to the form to be provided with the Notice of Determination and

Neutral Evaluation Appeal attached hereto as Exhibits E and F (hereafter referred to as the "Notice of Determination Appeal"), along with a payment of a Fifty Dollar ($50.00) appeal fee. The Fifty Dollar ($50.00) appeal fee shall be refunded to the Claimant if the Referee determines the appeal in the Claimant's favor. If the Referee does not determine the appeal in the Claimant's favor, the Fifty Dollar ($50.00) appeal fee shall be applied towards the costs of the Neutral Evaluation on Appeal, which costs shall otherwise be borne entirely by Settlement Fund, or shall be applied to other Administration Costs, or added to the Direct Premium Refund Fund.

d. The Notice of Determination Appeal must include a written statement providing all reasons and facts supporting the Offset Subclass Member's assertion that the Settlement Administrator's Notice of Determination is incorrect.

e. Within five (5) days of receipt of a Notice of Determination Appeal, the Settlement Administrator shall provide the Notice of Determination Appeal to Class Counsel and the Referee. The Referee will have fourteen (14) days to resolve the disputed Notice of Determination and notify the Settlement Administrator and Class Counsel of that decision. The Settlement Administrator shall then have fourteen (14) days to notify the Claimant of such resolution, including refund of the $50 appeal fee if the Referee finds in favor of the Claimant. The Referee's resolution of a Notice of Determination Appeal will be final and not appealable.

f. The Referee shall have no authority to determine the amount of any Payment, nor shall the Referee award any amount for attorneys' fees, interest, costs, or any other thing. The Referee's sole authority shall be to decide whether the Settlement Administrator properly denied a claim.

4. **Payment of Direct Premium Refund Payments**.

a. Within thirty (30) days after the final Offset Subclass Payment is made, the Settlement Administrator shall determine the amount of the Direct Premium Refund Fund. As part of the calculation of the Direct Premium Refund Fund, the Settlement Administrator shall also calculate the estimated Notice and Administrative Expenses necessary to effectuate the Direct Premium Refund Payments.

b. All Direct Premium Refund Payments will be processed by the Settlement Administrator based on Sentry's data. Settlement Class Members receiving Direct Premium Refund Payments shall be paid a pro rata share, based upon their total premiums paid, of the Direct Premium Refund Fund, after deduction of all fees, Incentive Compensation Award Payments, Administration Costs, and Offset Subclass payments. Class Members who received an Offset Subclass Payment shall not be entitled to a Premium Refund Payment.

c. Settlement Class Members do not need to make a claim to be entitled to a Direct Premium Refund Payment.

d. Direct Premium Refund Payments to those Settlement Class Members entitled to such payments shall be made within the later of (a) 210 days after the Effective Date of this Agreement or (b) forty-five (45) days after the Settlement Administrator determines the amount of the Direct Premium Refund Fund. The Direct Premium Refund Payments shall be made by the Settlement Administrator by check made payable to the Settlement Class Member and mailed to such Member's last known address unless the Settlement Class Member has elected a payment method other than check (*e.g.,* PayPal, Venmo). The last known address shall be determined from information reasonably available in Sentry's files, which will be run through the United States Postal Service's national change

of address database prior to mailing by the Settlement Administrator.

5. **General Payment Provisions**.

a. If a check is issued to a Settlement Class Member, cashing the settlement check is a condition precedent to the Settlement Class Member's right to receive any payment pursuant to this Settlement Agreement. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until thirty (30) days after the date the check becomes void to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent for recovery of any payment pursuant to this Settlement Agreement, the Settlement Class Member's right to receive any monetary relief shall be forever extinguished, and the check shall be deemed never to have been the Settlement Class Members' property. The same provisions shall apply to any re-issued check, except that there shall be no right to request a subsequent re-issuance of any re-issued check.

b. Once the time to cash all initially issued settlement checks and any re-issued settlement checks has passed, the Settlement Administrator shall determine the aggregate amount of Unclaimed Funds—*i.e.*, the net amount of uncashed checks and any other unclaimed amounts in the Settlement Fund (the "Aggregate Remainder"). The Settlement Administrator shall distribute the Aggregate Remainder in the Settlement Fund to the Non-Profit *Cy Pres* Recipient, subject to the restrictions in Paragraph 4(c), below.

c. In the event the estimated Notice and Administrative Expenses to effectuate payment of the Direct Premium Refund Payments are lower than the actual Notice and Administrative Expenses incurred to effectuate the Direct Premium Refund Payments, the

remaining funds shall be added to the Aggregate Remainder; however, in the event the Notice and Administrative Expenses necessary to effectuate the Direct Premium Refund Payments exceed the estimate provided by the Settlement Administrator, those excess fees shall be deducted from the Aggregate Remainder prior to any disbursement to the Non-Profit *Cy Pres* Recipient.

d. All Settlement Class Members are subject to and bound by the provisions of the Settlement Agreement and releases contained herein, and the Final Order and Judgment.

e. The Settlement Administrator shall return all Confidential Information to Sentry within 180 days of the final Direct Premium Refund Payment. The Settlement Administrator shall, within that same 180 days, certify destruction of any electronic or other copies of any Confidential Information.

f. The confidentiality of all Confidential Information shall be protected from disclosure by Class Counsel and the Plaintiff to any Persons other than the Settlement Administrator and any Person the Court orders be allowed to access Confidential Information.

g. The Parties agree that Class Counsel or anyone associated with Class Counsel's firms shall not use any of the Confidential Information in any other litigation, whether pending or future, unless independently obtained through discovery or other procedures in that litigation.

6. **Claim Status Reports**.

a. The Settlement Administrator shall provide weekly reports to Class Counsel and counsel for Sentry indicating (1) the number of Claims received; and (2) the Notice of Determination of any adjustment of Claims.

## VIII. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

1. Sentry does not consent to certification of any class for any purpose other than effectuating this Settlement and disputes that any class should or could be certified for any other purpose. Solely for the purposes of effectuating the Settlement, the Class Representative, Class Counsel, and Sentry agree and stipulate to certification of the Settlement Class as defined in this Agreement. Class Representative, Class Counsel, and Sentry further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class. If the Court does not approve this Settlement, either preliminarily or finally, or the Settlement Agreement terminates as provided below, and the Parties do not otherwise reach an amended agreement (i) this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions shall be vacated; (iii) no term or draft of this Agreement, or any aspect of the Parties' settlement discussions, negotiations, documentation, or confirmatory discovery (including without limitation any declarations and briefs filed in support of the motions for preliminary and/or final approval) shall have any effect or be admissible into evidence for any purposes in this Litigation or any other proceeding.

2. The Class Representative, Class Counsel, and Sentry agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, adequate, and made in good faith.

## IX. RELEASES

1. Upon the Effective Date, and without any further action, in consideration of the Settlement benefits described herein, (a) Plaintiffs' claims and Complaints against Sentry shall be released and dismissed with prejudice, and (b) Plaintiff, each Settlement Class

Member, and all Releasing Parties shall be deemed to have released, acquitted, and forever discharged Sentry and all other Released Parties from any and all Released Claims from October 1, 2010 through the Effective Date.

2. Upon entry of the Final Order and Judgment, Plaintiff, other Settlement Class Members, and all Releasing Parties shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to the releases herein.

3. The obligations incurred under this Settlement shall be in full and final disposition of the Action and of any and all Released Claims against all Released Parties.

4. Plaintiff further agrees not to assist knowingly and voluntarily, in any way, any third party in commencing or maintaining any suit against the Released Parties relating to any Released Claim.

## X. OPT-OUT PROCEDURES

1. Under the procedure set forth in the Notice, potential Settlement Class Members have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed Preliminary Approval Order.

2. In order to validly be excluded from the Settlement, the potential Settlement Class Member must send a letter that says he or she wants to be excluded from the Settlement in *Maria Coto, individually and on behalf of other similarly situated individuals, v. Dairyland Insurance Company, Sentry Insurance Company, a/k/a Sentry Insurance a Mutual Insurance Company a/k/a Sentry Insurance*, United States District Court for the District of New Mexico,

Case No. 25-cv-00160, to the Settlement Administrator at the address identified in the Notice and include his or her name, address, and signature within forty-five (45) days after the Notice Date, or any different date set by the Court in the Preliminary Approval Order.

3. The Settlement Administrator shall provide Class Counsel and Sentry's Counsel with a list of all valid opt-outs within 14 days of the deadline described in Paragraph X.2. The Settlement Administrator shall also provide this information to the Court, no later than seven (7) days prior to the Final Fairness Hearing. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid optout.

4. Plaintiff shall not elect or seek to opt out or exclude himself from the Settlement Class, and any such attempt will be deemed a breach of this Agreement and sufficient to permit Sentry to terminate the Agreement.

5. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein pursuant to the terms of a Final Order and Judgment.

6. Sentry shall have the right to terminate the Settlement if more than 150 people opt out of the Settlement Class. If Sentry chooses to exercise this provision, the case will resume as if the Settlement never took place.

7. Class Counsel and their respective law firms agree not to represent, encourage, solicit, or assist any Person in requesting exclusion from the Settlement Class. Nothing in this paragraph shall preclude or prevent Class Counsel from answering inquiries from any potential Settlement Class Member.

## XI. OBJECTION PROCEDURES

1. The Notice will inform the Settlement Class Members that they may send in a written objection in this Settlement. To be valid, an objection must state: (a) the objector's full name, address, telephone number, and email address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation).

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

3. The long form notice substantially in the form of Exhibit A hereto will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the United States District Court for the

District of New Mexico, no later than thirty (30) days after the Notice Date, or any different date set by the Court in the Preliminary Approval Order. The long form notice will inform Settlement Class Members that they must **mail** a copy of their objection to the following three different places postmarked no later than the date set by the Court and outlined in the Notice:

| COURT | CLASS COUNSEL | SENTRY'S COUNSEL |
|---|---|---|
| US District Court<br>District of New Mexico<br>Pete V. Domenici U.S. Courthouse<br>333 Lomas Blvd NW, Suite 270<br>Albuquerque, NM 87102 | Kedar Bhasker<br>LAW OFFICE OF KEDAR BHASKER, LLC<br>2741 Indian School Rd. NE<br>Albuquerque, NM 87106 | Rodger L. Eckelberry<br>BAKER & HOSTETLER LLP<br>200. Civic Center Dr.<br>Suite 1200<br>Columbus, Ohio 43215 |

4. Any Settlement Class Member who does not file a timely notice of intent to object may, in the discretion of the Court, waive the right to object or to be heard at the Final Fairness Hearing and be barred from making any objection to this Settlement Agreement. Settlement Class Members have the right to exclude themselves from this Settlement Agreement and pursue a separate and independent remedy against Sentry by complying with the exclusion provisions set forth herein. Settlement Class Members who object to this Settlement Agreement shall remain Settlement Class Members and waive their right to pursue an independent remedy against Sentry. To the extent any Settlement Class Member objects to this Settlement Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court. Settlement Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions set forth herein. The Parties agree that Plaintiff will take the lead in drafting the response to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their right to make any argument(s) in response to any

objector.

## XII. ATTORNEYS' FEES AND EXPENSES AND PAYMENT TO THE CLASS REPRESENTATIVE

1. To date, the only discussion of attorneys' fees has been limited to the requirement that they be paid out of the Settlement Fund, subject to Court approval; the parties have not discussed any amount or percentage of the Settlement Fund that Class Counsel may seek.

2. The Parties agree that, subject to Court approval, attorneys' fees and costs will be paid in an amount approved by the Court. The Parties further agree that the Court-approved attorneys' fees and costs will be paid from the Settlement Fund.

3. At least ten (10) days before the Final Fairness Hearing, Class Counsel shall file a motion for an Incentive Compensation Award Payments for Plaintiff. The Parties agree that the Court-approved Incentive Award will be paid to Plaintiffs from the Settlement Fund.

4. Payment of these fees discussed in this sub-section that the Court awards, if any, shall be due thirty (30) calendar days after the Effective Date, and shall be paid by the Settlement Administrator from the Settlement Fund. Sentry shall have no liability whatsoever for the payment to any person or entity of any fees or other amounts other than the $ 2,750,000 Settlement Fund.

5. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any Court-approved attorney fees award and costs amongst Class Counsel. Sentry shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

## XIII. PRELIMINARY APPROVAL AND FINAL APPROVAL OF SETTLEMENT

1. As soon as practicable after the execution of the Settlement Agreement, or other date ordered by the Court, Class Counsel shall submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiffs' Motion for Preliminary Approval, or an order substantially similar to such form, requesting, *inter alia*:

a. Preliminary approval of the Settlement Agreement as set forth herein; and

b. Approval of the Notice.

2. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court for a Final Order and Judgment approving of this Settlement, to be issued following the Final Fairness hearing. Such Motion for Final Order and Judgment shall be filed within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline, and at least ninety (90) days after Sentry notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. In connection with the motion for preliminary approval, Class counsel shall request that the Court set a date for the Final Fairness Hearing that is no earlier than 100 days after entry of the Preliminary Approval Order.

3. Class Counsel and Sentry's Counsel agree to recommend approval of the Settlement by the Court and to undertake their best efforts and to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement and the entry of the Final Order

and Judgment.

## XIV. TERMINATION

1. If the Effective Date of Settlement does not occur, or if the Settlement is terminated or fails to become effective for any reason, then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. The Settlement Administrator shall return the Settlement Fund in its entirety to Sentry, less any amount due to the Settlement Administrator.

## XV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

1. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the documents provided and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part of any Party, in any respect; (b) be construed as an admission by Sentry regarding the appropriateness of certification of any class other than the Settlement Class (defined above), solely for settlement purposes; (c) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (d) be admissible in any action, suit, proceeding, or investigation as evidence, or an admission of any wrongdoing or liability whatsoever by any Party, or as

evidence of the truth of any of the claims or allegations in the Complaints.

## XVI. INCAPACITATED AND DECEASED SETTLEMENT CLASS MEMBERS

1. Claims may be submitted by any attorney or interested person on behalf of an incapacitated or deceased Settlement Class Member eligible for an Offset Subclass Payment.

## XVII. PROVISION FOR MEDICAL OR ATTORNEYS' LIENS

1. All Offset Subclass Members eligible for a payment pursuant to this Agreement shall be responsible for the discharge of: (i) any subrogation or reimbursement claim or lien for any medical treatment of that Settlement Class Member arising out of the accident which is the subject of the Offset Subclass Member's claim, including hospital or medical liens of any medical provider, plan, insurer, or governmental entity, including but not limited to, Medicare, CMS, or Medicaid, and/or (ii) any attorneys' lien arising out of the accident which is the subject of the Offset Subclass Member's claim, and the Offset Subclass Class Member agrees to provide the Settlement Administrator with written evidence of the discharge or satisfaction of such claims. Any Offset Subclass Member receiving an Offset Subclass Payment pursuant to this Agreement agrees to indemnify and hold harmless the Released Parties from the Offset Subclass member's failure to satisfy such claim or lien and any ensuing impairment action brought against the Released Parties by any entity. No medical or attorneys' liens shall be created by any of the Parties' efforts in attempting to effectuate the terms of this Agreement.

2. Sentry, the Released Parties, Sentry's Counsel, and Class Counsel shall not be responsible in any way for attorneys' liens or medical lien(s) submitted for any Settlement Class Member(s), nor shall any such lien(s) be created by any of the efforts of the Parties or effectuate any of the terms of this Agreement.

## XVIII. CAFA NOTICE REQUIREMENTS

1. Sentry shall serve notice of the proposed settlement, in accordance with the requirements of 28 U.S.C. § 1715(b), on the appropriate representatives of the Attorney General of the United States and of the New Mexico Superintendent of Insurance. The Parties agree that for purposes of such notice it is not feasible to provide the names of all Settlement Class Members pursuant to 28 U.S.C. § 1715(b)(7)(A) and, therefore, that the procedure set forth in 28 U.S.C. § 1715(b)(7)(B) will be utilized.

## XIX. MISCELLANEOUS PROVISIONS

1. **Integration of Exhibits.** All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein.

2. **Entire Agreement.** This Agreement, including all exhibits thereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede all previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval; provided however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

3. **Complete Resolution.** The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the

Plaintiff and the Settlement Class Members.

4. **Voluntary and Informed Settlement.** The Parties agree that the benefits provided herein, and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

5. **Jurisdiction.** Until the Actions are finally and fully dismissed with prejudice, the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of this Agreement. After the Action is finally and fully dismissed with prejudice, the Parties may enforce the terms of the Agreement in the United States District Court for the District of New Mexico.

6. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

8. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Agreement shall refer to calendar days unless otherwise specified.

9. **No Strict Construction.** For purposes of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

10. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

11. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

12. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

13. **Governing Law.** The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of New Mexico, without regard to conflicts of laws, except to the extent that federal law requires that federal law govern. The Parties understand and agree, that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of New Mexico, without reference or regard to choice-of-law principles.

14. **Public Statements.** The form, content, and timing of any public statement announcing the filing of and any other issue related to this Settlement Agreement will be subject to mutual agreement by Class Counsel and Sentry's Counsel. The Parties and their

counsel agree not to make any public statements, including statements to the media, which are inconsistent with the Settlement Agreement. Any communications to the public or the media made by or on behalf of the Parties and their respective counsel regarding the class action settlement will be made in good faith and will be consistent with the Parties' agreement to take all actions reasonably necessary for preliminary and final approval of this class action settlement. Any information contained in such communications will be balanced, fair, accurate, and consistent with the content of the Notice. Neither the Parties nor their respective counsel shall make any false or misleading statements regarding this class action settlement. Nothing herein is intended or will be interpreted to inhibit or interfere with the ability of Class Counsel or Sentry's Counsel to communicate with the Court, their clients, or Settlement Class Members and/or their counsel.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through email of an Adobe PDF shall be deemed an original. The Parties may use electronic-signature programs, like DocuSign, to execute this Agreement.

16. **Authority.** The Parties acknowledge that each has read and understands this Agreement and that the execution hereof is not induced by any representation other than as expressly contained herein, that the person executing this Agreement on behalf of the respective party has been duly authorized to execute and deliver this Agreement, and that this Agreement is the legally binding obligation of such party.

**IN WITNESS WHEREOF**, the Parties have, through their respective counsel, executed this Settlement as of the date first above written.

**Approved as to form and content by counsel for Plaintiffs and the Settlement Class:**

By: */s/ Kedar Bhasker*
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***Attorneys for Plaintiffs and the Settlement Class***

**Approved as to form and content by counsel for Sentry:**

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***Attorneys for Sentry***

**EXHIBIT A**

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

*Maria Coto v. Dairyland Insurance Company, Sentry Insurance Company, a/k/a Sentry Insurance a Mutual Insurance Company a/k/a Sentry Insurance*,
Case No. 25-cv-00160

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**A court authorized this Notice.**
**This is not a solicitation from a lawyer.**
**You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in the case ***Maria Coto, individually and on behalf of other similarly situated individuals, v. Dairyland Insurance Company, Sentry Insurance Company, a/k/a Sentry Insurance a Mutual Insurance Company a/k/a Sentry Insurance*, United States District Court for the District of New Mexico, Case No. 25-cv-00160**, entitling some insureds to a cash payment who had an underinsured motorist claim reduced or "offset" by the amount paid by the at-fault driver in an accident between October 1, 2010 through December 31, 2022, and others who purchased UM/UIM coverage between those dates to receive a partial refund of their premium. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.
Call **1**-###-###-#### toll free or visit _____ for more information.

## What Is a Class Action?

A class action is a lawsuit in which one or more individuals 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.

## What Is this Class Action About?

Plaintiff alleges that Defendants and affiliated entities Dairyland Insurance Company, Sentry Insurance Company (formerly known as Sentry Insurance, A Mutual Company), Peak Property and Casualty Insurance Corporation, Viking Insurance Company of Wisconsin, and Sentry Select Insurance Company (hereinafter referred to together as "Sentry"), breached its automobile

insurance policy contracts, was negligent, unjustly enriched, breached the duty of good faith and fair dealing, engaged in negligent misrepresentation, violated the New Mexico Unfair Trade Practices Act, violated the New Mexico Unfair Insurance Practices Act, and thus seeks damages, reformation of automobile insurance policy contracts, declaratory judgment, and injunctive relief for Sentry failing to properly advise Plaintiff and other New Mexico insureds that any amounts payable on an underinsured motorist claim are required by law to be reduced, or "offset", by amounts the insured received from the insurer of the driver who was at fault for the auto accident. Sentry maintains that it complied with the terms of the automobile insurance policies and applicable law and denies that it acted wrongfully or unlawfully and continue to deny all material allegations.

## Settlement Terms

As a part of the Settlement, Sentry has agreed, upon Court approval, to pay Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000.0) into a Settlement Fund that will:

1. Pay timely, valid claims submitted by Settlement Class Members who had an *under*insured motorist claim reduced or "offset" by the amount paid by the at-fault driver in an accident between **October 1, 2010 through December 31, 2022,** under a New Mexico auto insurance policy issued by Sentry with an effective date prior to January 1, 2022. These persons are referred to as "Offset Subclass Members." Offset Subclass Members who submit a timely, valid claim will receive up to $25,000 for the claim. This amount may be reduced, pro rata, if the number of claims exceeds the amount set aside to pay these claims;

2. Pay all other Settlement Class Members who purchased UM/UIM motorist coverage on a New Mexico Sentry insurance policy with an effective date prior to January 1, 2022, between **October 1, 2010 through December 31, 2022**, a partial premium refund. The amount of the refund will be determined by the amount the Settlement Class Member paid in UM/UIM premiums during the Class Period, the cost of administering the Settlement Fund, the amount approved by the Court to pay Plaintiff's attorneys' fees, costs, and an Incentive Compensation Award to the Plaintiff, and the amount remaining, if any, of the portion of the Settlement Fund designated for payments to Offset Settlement Class Members;

3. Pay for the costs of administering the Settlement Fund; and

4. Pay Class Counsel's Fees and an Incentive Compensation Award to Plaintiff and court-awarded costs from the Settlement Fund, with all amounts to be approved by the Court.

In exchange, Plaintiff and the Settlement Class Members who do not exclude themselves from the Settlement agree to give up any claim they have for (a) 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; (b) any and all claims related to or arising out of UIM benefits being reduced or denied due to a *Schmick* offset; (c) any and all

claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/UIM claims; and (d) any and all claims arising from or relating to the charging of premiums for Underinsured and Uninsured Motorist insurance coverage. If you are a member of the Offset Subclass, you can submit a Claim Form to be eligible to be paid. 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 right to sue Sentry individually and separately. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

## How Do I Know if I'm a Member of the Settlement Class?

You are a member of the Settlement Class against Defendant if you either: 1) had an *under*insured motorist claim reduced or "offset" by the amount paid by the at-fault driver in an accident between October 1, 2010 through December 31, 2022, under a New Mexico auto insurance policy issued by Sentry with an effective date prior to January 1, 2022; or 2) purchased or paid premiums for a Sentry New Mexico automobile insurance policy with an effective date prior to January 1, 2022, containing UM/UIM motorist coverage between October 1, 2010 through December 31, 2022.

## If I Am a Class Member, What Are My Options?

If you are a Class Member, you have four options.

**Option 1**: **Submit a Claim Form for Payment.**

You may submit a Claim Form for payment of up to $25,000, if you submitted an *under*insured motorist coverage claim from **October 1, 2010 through December 31, 2022,** under a New Mexico auto insurance policy issued by Sentry with an effective date prior to January 1, 2022, and the claim was reduced, or "offset," by the amount you received from the insurer of the at-fault driver. **NOTE**, if the driver of the vehicle that was at-fault in the accident had *no* liability insurance, then you had an *un*insured motorist coverage claim, not an *under*insured motorist claim, and you are not eligible for payment under this option. You can submit a claim by signing the Claim Form and putting the Claim Form in the mail. You can call 1-800-XXX-XXXX or visit www._____.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

If you submit a Claim Form, it must be postmarked no later than _____. If the address you submit on your Claim Form changes up until 60 days after the Effective Date of the Settlement, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

All claims will be verified by referencing Sentry's business records. Only valid claims will be paid. Knowingly submitting a false claim is a violation of federal law.

**Option 2.** **Do Nothing.**

If you do not submit a claim related to an accident during the class period, but you purchased a New Mexico automobile insurance policy with UM/UIM coverage during that period, you will automatically receive a check in the mail. The amount of that check will be based upon a portion of the total UM/UIM premiums you paid during the period, the number of class members, and the amount of the Settlement Fund available after paying Offset Subclass claims, attorneys' fees, Incentive Compensation Award payments, and costs of Settlement Administration.

**Option 3. Exclude yourself from the Settlement.**

You have the right to not be part of the Settlement by excluding yourself or "opting out" of the Settlement Class. If you wish to exclude yourself, you must do so on or before _____ as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any 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 any Sentry entity 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:

Coto v. Sentry Insurance Company
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before __.

Your request for exclusion must contain the following:

1. The name of the Action (*Maria Coto v. Dairyland Insurance Company, Sentry Insurance Company*);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: "I request exclusion from the Settlement Class"; and
5. Your signature.

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

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF __, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN

IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

**Option 4: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at www._____. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you may file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to object to the terms of the settlement and to appear at the Fairness Hearing (described below) to the following:

*Maria Coto v. Sentry Insurance Company*
Settlement Administrator
PO BOX 0000
City, State, Zip Code

The Notice of Intent must include all of the following information:

1. The name of the case and case number;

2. Your name, address, telephone number, email address (if any) and signature;

3. The specific reasons why you object to the terms of the Proposed Settlement;

4. A written statement of all grounds for objection, accompanied by any legal support you care to submit;

5. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement;

6. A list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;

7. A statement confirming whether you and/or your attorney intends to personally appear and/or testify at the Final Fairness Hearing; and

8. Your signature, or the signature of any attorney representing you.

Notices of Intent to object must be postmarked by _____. Any Notice of Intent that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Fairness Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Settlement Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court, you must file a request for exclusion and not a Notice of Intent.

## Who Is Representing the Class?

The Court has preliminarily appointed Plaintiff Maria Coto, to be the Class Representative of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

**Kedar Bhasker**
Kedar Bhasker
2741 Indian School Rd. NE
Ste 208
Albuquerque, NM 87106
505-720-2113
Fax: 505-709-3279
Email: kedar@bhaskerlaw.com

**Corbin Hildebrandt**
Corbin Hildebrandt, P.C.
Sycamore Square, Suite 2000
1400 Central Ave. S.E.
Albuquerque, NM 87106
(505) 998-6626
Fax: (505) 998-6628
Email: corbin@hildebrandtlawnm.com

**Geoffrey R Romero**
Nikko Harada
Chris Winters
Romero, Harada & Winters, LLC
4801 All Saints Rd.
Albuquerque, NM 87120-8712
505-247-3338
Email: geoff@RHWLawNM.com
nikko@rhwlawnm.com
chris@rhwlawnm.com

**Jonathan D. Woods**
Prince, Schmidt & Woods, LLP
630 Paseo De Peralta
Santa Fe, NM 87501
505-982-5380
Fax: 505-986-9176
Email: jonathan@lawforpersonalinjury.com

Class Counsel will file an application for attorneys' fees of no more than 33 1/3% and costs of no more than $_____, subject to approval by the Court. The Motion for attorneys' fees will be posted on the website after it is filed.

Class Counsel will also seek an Incentive Compensation Award for the Class Representative in the amount of $10,000.00, subject to Court approval. The Incentive Compensation Award is designed to reward the Class Representative for securing the recovery awarded to members of the Settlement Class and to acknowledge the time spent by the Plaintiff participating in the case and prosecuting the claims for the benefit of the Settlement Class. Payment of the Incentive Compensation Award will be made from the Settlement Fund.

**What Claim(s) Against Sentry Are Class Members Releasing?**

As a part of the Settlement, Class Members agree not to sue Sentry for any claims relating to premiums charged for UM/UIM coverage during the class period, any claims disputing the value of UM/UIM coverage or premiums based on or relating to the *Schmick* offset (which is reducing underinsured motorist coverage benefits by the amount available from the at-fault driver's liability insurance) or New Mexico being a "gap theory" state with respect to the payment of UIM benefits, any and all claims related to or arising out of UIM benefits being reduced or denied due to a *Schmick* offset, any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/UIM claims, and any and all claims arising from or relating the charging of premiums for Underinsured and Uninsured Motorist insurance coverage. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement and Release at www._____.com.

**How Do I Find Out More About This Lawsuit?**

If you have any questions about the lawsuit or any matter raised in this Notice, please call toll-free at **1-###-###-####** or go to www._____.com.

This www._____.com website provides:

1. The process for requesting a Claim Form or blank form;
2. The full terms of the Settlement;
3. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
4. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
5. Other general information about the class action.

You also may contact Class Counsel, whose contact information and websites are provided above.

If the address you submit on your Claim Form changes up until 60 days after the Effective Date of the Settlement, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

**DO NOT** TELEPHONE OR CONTACT THE COURT, THE CLERK OF THE COURT, OR SENTRY OR SENTRY'S COUNSEL REGARDING THIS NOTICE.

DATED: _____ ##, 2026

# Coto v. Sentry Claim Form

**Must be postmarked or submitted online**
**NO LATER THAN**
_____

*Maria Coto v. Sentry Insurance Company*
Settlement Administrator
PO BOX 0000
City, State, Zip Code

| | | | |
|---|---|---|---|
| **1. NAME:** | First | Middle Initial | Last |
| **2. MAILING ADDRESS:** | Street Address | | |
| | Street Address 2 | | |
| | City | | |
| | State | | |
| | Zip - | | |
| **3. PHONE NUMBER:** | - - | | |
| **4. EMAIL ADDRESS:** | | | |
| **5. VERIFICATION** | ☐ By signing below, I certify under penalty of perjury that I am the person who made the underinsured motorist insurance claim identified below or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified below, that, to the best of my knowledge, the information on this Claim Form is true and correct and, to the best of my knowledge, I submitted an underinsured motorist coverage claim to Defendant under a New Mexico auto insurance policy with an effective date prior to January 1, 2022, for an accident occurring between October 1, 2010, through December 31, 2022, that was reduced by the amount of liability insurance available or paid by the insurer of the at-fault driver.<br><br>Date of Crash/Loss:_____ | | |

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|---|---|
| **6. PAYMENT OPTIONS** | Please select **one** of the following payment options:<br><br>**PayPal –** Enter your PayPal email address: _____<br><br>**Venmo** – Enter the mobile number associated with your account: _____<br><br>**Zelle** – Enter the mobile number associated with your account:<br><br>Mobile Number: _____ or Email Address: _____<br><br>**Physical Check –** Payment will be provided to the address provided above. |

## Sign and Date Your Claim Form

| | |
|---|---|
| **Signature:** | **Dated:** |
| **Print Name:** | |

**MAIL YOUR CLAIM FORM OR SUBMIT YOUR CLAIM FORM ONLINE.**
The claim form must be:
Postmarked by [DATE] and mailed to Epiq Settlement Administration at the address provided above
OR
Submitted through the Settlement Website by midnight on [DATE].