

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

MARGARET VEGA,

Plaintiff,

v.

No. 1:22-cv-00616-JB-SCY

METROPOLITAN DIRECT PROPERTY AND
CASUALTY INSURANCE COMPANY,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement, dated January 30, 2026, is made and entered into by and among Plaintiff Margaret Vega (“Plaintiff” or “Vega” or “Class Representative”), and Defendant Metropolitan Direct Property and Casualty Insurance Company (“MetDirect”), now known as Farmers Direct Property and Casualty Insurance Company; Economy Premier Assurance Company; and Farmers Property & Casualty Insurance Company (collectively, “Farmers Direct”). Plaintiff and Farmers Direct will collectively be referred to as the “Parties.” The Settlement is intended to fully resolve this Action, subject to the Court’s approval and the terms and conditions set forth in this Agreement.

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 she purchased from MetDirect was “illusory” and/or misleading because it “did not contain clear, unambiguous language regarding the effects of” New Mexico’s statutory offset law, NMSA § 66-5-301. 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.

2. Plaintiff further alleged MetDirect's policy forms "misrepresented the true value of the illusory underinsured motorist coverage that it advertised and sold to Ms. Vega and for which [MetDirect] collected premiums."

3. In February 2018, Plaintiff was offered and elected to purchase an automobile insurance policy from MetDirect.

4. Plaintiff renewed her MetDirect policy on February 4, 2019. Her renewed policy provided UM/UIM coverage at the state-minimum limits of \$25,000 per person/\$50,000 per accident for bodily injury.

5. On August 25, 2019, 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 \$25,000 per person/\$50,000 per accident for bodily injury. After the collision, Plaintiff made a claim for UIM benefits with MetDirect. MetDirect denied the claim because, after the at-fault driver's liability limits reduced or offset Plaintiff's UM/UIM limits under the MetDirect policy and the "*Schmick* offset," no UIM benefits were payable.

6. On February 13, 2021, Plaintiff filed suit against MetDirect in the Second Judicial District in the State of New Mexico, County of Bernalillo ("the State Court Action").

7. Plaintiff did not serve the February 13, 2021 complaint on MetDirect, and the State Court Action was dismissed without prejudice on December 28, 2021 for lack of prosecution.

8. Plaintiff moved to reopen the case on January 20, 2022.

9. After the case was reinstated, Plaintiff filed a first amended class action complaint “individually and on behalf of other similarly situated individuals” against MetDirect on July 15, 2022.

10. Plaintiff served MetDirect with the first amended class action complaint via the New Mexico Superintendent of Insurance on July 22, 2022.

11. MetDirect timely removed the case to the United States District Court for the District of New Mexico on August 18, 2022—28 days after it was served.

12. Plaintiff claims the UIM portion of her UM/UIM coverage was “illusory” and/or misleading because it “did not contain clear, unambiguous language regarding the effects of” the *Schmick* offset. She further alleged MetDirect’s policy forms were deficient and “misrepresented the true value of the illusory underinsured motorist coverage that it advertised and sold to [her] and for which [MetDirect] collected premiums.”

13. Plaintiff asserted the following claims against MetDirect in her first amended class action complaint: (1) violations of the New Mexico Unfair Trade Practices Act (UPA); (2) violations of the New Mexico Unfair Insurance Practices Act (UIPA); (3) reformation of insurance policy; (4) breach of the covenant of good faith and fair dealing; (5) negligence; (6) unjust enrichment; (7) negligent misrepresentation; and (8) declaratory judgment.

14. Pursuant to these claims, she sought to recover injunctive relief, compensatory damages, punitive damages, treble damages, and attorney’s fees.

15. On October 4, 2021, the New Mexico Supreme Court issued *Crutcher v. Liberty Mutual Insurance Company*, 2022-NMSC-001, which 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 *Crutcher* 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. It further 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.*

16. Following *Crutcher*, in January 2022, Farmers Direct began providing the disclosure required by *Crutcher* to its existing customers and to new customers on an ongoing basis.

17. On August 28, 2025, the Parties, through nationally recognized class action and insurance mediator Rodney A. Max, engaged in good faith, arm’s-length settlement negotiations, agreeing on the key terms of the Settlement. To further settlement discussions, in advance of the mediation, Farmers Direct provided Plaintiff’s counsel with certain data, including for example the aggregate UM/UIM bodily injury coverage premiums earned by Farmers Direct from January 1, 2010 to present. The Parties thereafter worked with a nationally recognized settlement administrator to finalize the terms of this Settlement Agreement and the proposed notice Exhibits attached hereto.

18. Plaintiff, through Class Counsel, believes 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 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 Farmers Direct through discovery, motions practice, trial, and potential appeals. They have 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 generally in such litigation, as well as the risks of an adverse outcome, 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.

19. Farmers Direct continues to deny each and all of the claims and contentions alleged against them in the Action, and all allegations of wrongdoing or liability that were or could have been alleged in the Action. However, Farmers Direct has concluded that further litigation would be protracted and costly. Farmers Direct has considered the uncertainty and risks inherent in any litigation, and Farmers Direct 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.

20. **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 Class Representative, individually and on behalf of the Settlement Class, and Farmers Direct that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudiced on the following terms and conditions:

II. DEFINITIONS

18. The terms used in this Settlement Agreement, and listed in this section, shall

have the following meanings:

- a. “Action” means *Vega v. Metropolitan Direct Property and Casualty Insurance Company*, United States District Court for the District of New Mexico, Case No. 1:22-cv-00616-JB-SCY.
- b. “Agreement,” “Settlement Agreement,” or “Settlement” means this Settlement Agreement, Exhibits, and the settlement terms embodied herein.
- c. “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 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.
- d. “Claimant” means a person who submits an Offset Subclass Claim under this Settlement Agreement.
- e. “Claim Deadline” means the final date by which a Settlement Class Member must submit a Offset Subclass Claim. The Claim Deadline shall be sixty (60) days after the Notice Date.
- f. “Class Counsel” means the Law Offices of Kedar Bhasker, Corbin Hildebrandt P.C., and Romero, Harada & Winters, LLC.
- g. “Class Period” means October 1, 2010 – January 31, 2022.
- h. “Class Representative” means the Plaintiff, Margaret Vega.
- i. “Complaint” means the class action complaint filed by Vega on February 13, 2021, in the Second Judicial District Court, Bernalillo County, New Mexico, and amended on July 15, 2022, which forms the basis of the Action, and any

other amendments thereto, including those contemplated in Section III, ¶ 20.

j. “Confidential Information” means the names, addresses, policy numbers, and any and all data provided by Farmers Direct relating to potential Class Members, and any other proprietary business information of Farmers Direct.

k. “Court” means the United States District Court for the District of New Mexico.

l. “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) Service Award approved by the Court; (iii) Notice and Administrative Expenses incurred; (iv) Taxes and Tax-Related Expenses; (v) payment of Valid Offset Subclass Claims; and (vi) estimated Notice and Administrative Expenses necessary to effectuate the Direct Premium Refund Payments as determined by the Settlement Administrator.

m. “Direct Premium Refund Payments” means the payments as defined in Section VII.C ¶¶ 47, 48, 49, and 50, below.

n. “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 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 Order and Judgment in all material respects.

o. “Farmers Direct’s Counsel” means Womble Bond Dickinson US LLP.

p. “Final Fairness Hearing” means the hearing to be conducted by the Court after the Notice program is complete, at which time Class Counsel and Farmers Direct’s Counsel will request that the Court grant final approval of the Settlement set forth herein.

q. “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, finally adjudicates the Action to the fullest extent possible for purposes of res judicata and collateral estoppel, otherwise satisfies the settlement-related provisions

of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement.

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

s. “Neutral Evaluation Appeal” means an appeal by an Offset Subclass Member of a Notice of Determination.

t. “Neutral Evaluation Appeal Determination” means the neutral Referee’s resolution of an Offset Subclass Member’s appeal of a Notice of Determination.

u. “Non-Policyholder Insured-Claimant” means a person who (1) was involved in a Motor Vehicle accident with an underinsured motorist, (2) submitted a UIM claim that was or would have been subject to a Farmers Direct auto insurance policy issued to a Class Member that was in effect between October 1, 2010 and January 31, 2022, and (3) had their claim reduced or denied due to Farmers Direct’s application of the *Schmick* offset.

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 B (Long Form Notice), C (Email Short Form Notice), and D (Post Card) hereto (depending on whether the Notice is mailed or emailed), to the Settlement Class Members, notifying them of the Settlement and inviting them to make a claim for benefits available to Settlement Class Members pursuant to this Agreement as set forth in Section V.

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, Taxes and Tax-Related Expenses, any Neutral Evaluation 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. Administrative Expenses also include all third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. The Notice and Administrative Expenses are to be paid from the Settlement Fund.

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, attached as Exhibit E sent by the Settlement Administrator to an Offset Subclass Member who made an Offset Subclass Claim (described in Section V, ¶ 26), which notifies the Claimant of the Settlement Administrator’s determination of their eligibility for an Offset Subclass Payment.

aa. “Offset Subclass” or “Offset Subclass Members” means those Class Members (1) who were involved in a Motor Vehicle accident with an underinsured motorist, (2) whose claims were or would have been subject to a Farmers Direct’s auto insurance policy that was in effect between October 1, 2010 and January 31, 2022, and (3) had their claim reduced or denied due to Farmers Direct’s application

of the *Schmick* offset.

bb. “Offset Subclass Claim” means a claim made under the terms of Section V, ¶ 26 of this Settlement Agreement for an Offset Subclass Payment.

cc. “Offset Subclass Payments” means payments to be made to Claimants, as described in Section V, ¶ 26 below.

dd. “Opt-Out Deadline” means the last day of the period that begins the day after the earliest on which the Notice is first distributed, and that ends not later than 30 days before the Final Fairness Hearing. The Opt-Out Deadline will be specified in the Notices.

ee. “Parties” means Plaintiff Margaret Vega (“Plaintiff” or “Class Representative”) and Farmers Direct.

ff. “Plaintiff” means the Plaintiff in this Action, Margaret Vega.

gg. “Preliminary Approval Order” means the proposed order substantially in the form of Exhibit F, 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 Farmers Direct, who will be assigned to resolve Neutral Evaluation Appeals, if any, pursuant to the procedures set forth in Section VII.B.

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 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 or are related to the alleged facts, circumstances, and occurrences underlying the allegations set forth in the Complaint filed in this Action; (b) any and all claims arising out of or related to the allegations that Farmers Direct's policy forms were misleading or deficient as to UIM coverage and/or overstated the value of the UIM coverage that was provided therein; (c) 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; (d) any and all claims related to or arising out of UIM benefits being reduced or denied due to a *Schmick* offset; (e) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/UIM claims; (f) any and all claims arising from or relating 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” means Defendant Metropolitan Direct Property and Casualty Insurance Company, now known as Farmers Direct Property and Casualty Insurance Company, Economy Premier Assurance Company, and Farmers Property & Casualty Insurance Company, and each of their respective past and present parent companies, subsidiaries, affiliates, related entities, successors, insurers, assigns, officers, directors, partners, shareholders, members, agents, employees, representatives, attorneys, administrators, and any person related to such entity 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, 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 timely and valid request for exclusion prior to the Opt-Out Deadline.

ll. “Service Award” means any Court ordered payment to Plaintiff for serving as Class Representative, which is to be paid from the Settlement Fund, and is in addition to any payment due to Plaintiff as a Settlement Class Member.

mm. “Settlement Administrator” shall mean Epiq Class Action & Claims Solutions, Inc., subject to Court approval.

nn. “Settlement Class,” means and includes all persons who paid a premium to Farmers Direct for UM/UIM coverage under a New Mexico automobile insurance policy issued by Farmers Direct that was in effect at any time between October 1, 2010 and January 31, 2022, and Non-Policyholder Insured-Claimants.

i. To identify the scope of the Settlement Class, Farmers Direct agrees to conduct the following searches and provide a spreadsheet reflecting the results of those searches to Class Counsel and the Settlement Administrator: (1) a list of all persons who paid a premium for UM/UIM coverage under a New Mexico automobile insurance policy that was in effect at any time between October 1, 2010 and January 31, 2022, identified through a search of Farmers Direct’s data records; and (2) a list of Non-Policyholder Insured-Claimants identified through a search of Farmers Direct’s data records based on coding, and which search will not include actual review of paper or electronic claim files.

ii. The Settlement Class excludes (1) all individuals who have separately filed suit against Farmers Direct up to the Notice Date, where the subject of such suit includes an allegation of the reduction or denial of benefits on the basis of a *Schmick* offset; (2) all individuals who have settled a claim for benefits reduced or denied at least in part on the basis of a *Schmick* offset; (3) all individuals whose claim was adjusted or readjusted without applying a *Schmick* offset, or who signed a final release prior to the Notice Date; (4) the Judge(s) presiding over this Action; and (5) 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 One Million Two Hundred Thousand Dollars (\$1,200,000.00) to be paid by or on behalf of Farmers Direct as specified in Section IV. The Settlement Fund is the limit and full extent of the monetary obligations of Farmers Direct, and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, 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 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 Settlement Website. These documents shall remain on the Settlement Website and the Settlement Website shall remain online for 180 days following the Effective Date. The Settlement Website shall not include any advertising and shall not bear or include the Farmers Direct’s logo or trademarks or their names in the URL. Ownership of the Settlement

Website URL shall be transferred to Farmers Direct 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 to be paid from the Settlement Fund that are 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 Farmers Direct 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.

tt. “Valid Offset Subclass Claim” means a claim for an Offset Subclass Payment in an amount approved by the Settlement Administrator, as described in Section VII below.

III. CERTIFICATION OF THE SETTLEMENT CLASS

19. For Settlement purposes only, the Parties agree to ask the Court to certify the Settlement Class pursuant to the Federal Rules of Civil Procedure.

20. The Parties further agree that before seeking entry of the Preliminary Approval Order, Plaintiff shall amend the Complaint with Farmers Direct’s permission to clarify that MetDirect is now known as Farmers Direct Property and Casualty Insurance Company and to add Economy Premier Assurance Company and Farmers Property &

Casualty Insurance Company as to defendants to the Action.

IV. SETTLEMENT FUND

20. **Establishment of Settlement Fund.** Within thirty (30) days of the Court's entry of a Final Order and Judgment, Farmers Direct shall deposit or cause to be deposited an amount equal to One-Million Two-Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) into the account established and administered by the Settlement Administrator.

21. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Final Order and Judgment, all rights of Farmers Direct 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 Farmers Direct 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.

22. **Qualified Settlement Fund.** The Parties agree the Settlement Fund is intended to be maintained as 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, or (b) secured by instruments backed by the full faith and credit of the United States Government. Farmers Direct and Farmers Direct'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 the escrow agent maintaining the qualified settlement fund account, and to the extent those entities cannot fully bear the risk, by the Settlement Class. 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.

23. **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 those who paid the Settlement Fund in the event this Settlement Agreement is terminated.

24. **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) the Service

Award approved by the Court; and (vi) the attorneys' fees and costs approved by the Court. In no event shall Farmers Direct 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 amount of One-Million Two-Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) that Farmers Direct deposited in the Settlement Fund.

25. **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 to the 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. The Class Representative and each 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

26. **Offset Subclass Claim Payments.** Offset Subclass Members who make a Valid Offset Subclass Claims will be entitled to payment of no more than \$25,000.00. The total amount of the Settlement Fund to be made available for Offset Subclass Payments shall

be \$360,000.00. If the Offset Subclass Members submit Valid Offset Subclass Claims that in total exceed \$360,000.00, 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 Offset Subclass Claim,” the Claimant must have been in an accident and covered under an automobile insurance policy issued by Farmers Direct that was in effect between October 1, 2010 and January 31, 2022, and submitted a claim to Farmers Direct for underinsured motorist coverage.

27. **Direct Premium Refund Payments.** Those Settlement Class Members who paid premium for UM/UIM coverage between October 1, 2010, and January 31, 2022, and who do not make a Valid Offset Subclass 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 calculated as follows: ((The total UM/UIM premiums paid by such persons on policies that were in effect between October 1, 2010 and January 31, 2022 (i.e., aggregate amount of UM/UIM premium paid by an eligible Settlement Class Member) divided by the total UM/UIM premium paid by eligible Settlement Class Members) multiplied by the Direct Premium Refund Fund).

VI. NOTICE PROGRAM

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

29. **Sending the Notice:** Within 45 days after the entry of the Preliminary

Approval Order, the Notice shall be emailed to each Settlement Class Member's last known email address. If Farmers Direct 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 B C and D, by first class mail to those Settlement Class Members' last known address. The last known address shall be determined from information reasonably available in Farmers Direct's data 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 Offset Subclass Claim for Offset Subclass Payment, the Settlement Administrator shall offer various options to receive a Offset Subclass 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.

30. A copy of the Claim Form, substantially in the form hereto as Exhibit A, will be available on the Settlement Website identified in the Notice and can be requested to be received in the mail from the Settlement Administrator.

31. Farmers Direct and the Settlement Administrator shall have no duty to perform any additional search for, or otherwise attempt to verify, email and mailing addresses of Settlement Class Members, including as to returned, undelivered Notices. However, if a Notice is returned with a listed forwarding email or mailing address, the Settlement Administrator shall then promptly email or mail a Notice to the listed forwarding email or mailing address. If an email Notice is returned as undeliverable, the Settlement Administrator shall mail a Notice to the Settlement Class Member's last known mailing address. However, the Claim Deadline shall not be adjusted due to re-mailing and

emailing of a Notice to a forwarding address.

32. Unless otherwise ordered by the Court, or agreed by the Parties, the 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.

33. The Notice shall inform Settlement Class Members, in bold type, that they are not to call the Court or Farmers Direct's Counsel.

34. **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, Notice, and Claim Form, as well as all information included on the Settlement Website. The Settlement Website 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. The 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 Notice is initially emailed and mailed and the Settlement Website shall remain online for 180 days following the Effective Date.

35. **Costs of Notice:** Costs of administration (including printing and mailing and emailing the 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 Farmers Direct be required under this Agreement to incur or pay any

fees or expenses beyond the establishment of the Settlement Fund.

VII. ADMINISTRATION OF CLAIMS

36. **Class Notice and Claim Deadline:** Offset Subclass Members must submit a Offset Subclass 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 an Offset Subclass Claim for an Offset Subclass Payment. Compliance with all deadlines shall be determined based on the postmark of the communication.

A. Process for Valid Offset Subclass Claims for Offset Subclass Payments.

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

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

39. Within thirty (30) days of the Effective Date, the Settlement Administrator shall send a written Notice of Determination to all Offset Subclass Members who submitted a Offset Subclass Claim, which shall set forth: (i) the amount (if any) of the Offset Subclass Payment to be paid; (ii) the reason for denial of the Offset Subclass Claim if it is denied; and (iii) the process and deadline for appealing the Notice of Determination as set forth in Section VII.B, below.

40. If an Offset Subclass Member is due an Offset Subclass Payment, a payment by check will be sent to the Offset Subclass Member no later than fourteen (14) days after all Neutral Evaluation Appeals have been resolved and the total Offset Subclass Payments determined.

B. Neutral Evaluation Appeals.

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

42. The Parties will request that as part of the Final Order and Judgment, the Court appoint a designated Referee, who will serve as a neutral third party and that has been selected and agreed to by both Class Counsel and Farmers Direct. 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, Farmers Direct and Class Counsel shall agree on an alternate Referee. Neither Farmers Direct, nor the Plaintiff, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Referee(s).

43. 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 Notice) a demand for a Neutral Evaluation Appeal in writing similar to the form to be provided with the Notice of Determination attached hereto as Exhibit G, 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 issues a Neutral Evaluation Appeal Determination in the Claimant's favor. If the Referee does not issue a Neutral Evaluation Appeal Determination in the Claimant's favor, the Fifty Dollar

(\$50.00) appeal fee shall be applied towards the costs of the Neutral Evaluation Appeal. All costs and expenses associated with a Neutral Evaluation Appeal and the Referee's Neutral Evaluation Appeal Determination, including any communications with the Claimant regarding the same shall be borne entirely by Settlement Fund.

44. The Neutral Evaluation 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.

45. Within five (5) days of receipt of a Neutral Evaluation Appeal, the Settlement Administrator shall provide the Neutral Evaluation Appeal to Class Counsel and the Referee. The Referee will have fourteen (14) days to resolve the disputed Notice of Determination, issue a Neutral Evaluation Appeal 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 the Neutral Evaluation Appeal Determination, which shall include any Offset Subclass Payment due and refund of the \$50 appeal fee if the Referee issues a Neutral Evaluation Appeal Determination in the Claimant's favor. The Referee's resolution of a Neutral Evaluation Appeal will be final and not appealable.

46. The Referee shall have no authority to determine the amount of any Offset Subclass Payment, nor shall the Referee award any amount for attorneys' fees, interest, costs, penalties, fines, damages, or any other thing. The Referee's sole authority shall be to issue a Neutral Evaluation Appeal Determination that decides whether the Settlement Administrator properly denied an Offset Subclass Claim.

C. Payment of Direct Premium Refund Payments.

47. 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.

48. All Direct Premium Refund Payments will be processed by the Settlement Administrator based on Farmers Direct's data. Settlement Class Members receiving Direct Premium Refund Payments shall be paid a pro rata share of the Direct Premium Refund Fund. Class Members who received an Offset Subclass Payment shall not be entitled to a Direct Premium Refund Payment.

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

50. 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 Settlement 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 Farmers Direct'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.

D. General Payment Provisions

51. If a settlement check is issued to a Settlement Class Member, then cashing the 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 monetary relief shall be extinguished, and the check shall be deemed never to have been the Settlement Class Member's 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.

52. 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 53 below.

53. 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.

54. 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.

55. The Settlement Administrator shall dispose of all Confidential Information within 180 days of the final Direct Premium Refund Payment. The documents will be disposed of in a secure manner to maintain confidentiality. Within ten days thereafter, the Settlement Administrator shall notify Farmers Direct's Counsel of the disposal.

56. All Confidential Information shall be protected from disclosure by Class Counsel to any persons other than the Settlement Administrator and any person the Court orders be allowed to access Confidential Information.

57. 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.

E. Claim Status Reports.

58. The Settlement Administrator shall provide weekly reports to Class Counsel indicating (1) the number of Offset Subclass Claims received; and (2) the Notice of Determination of any Offset Subclass Claims submitted by Offset Subclass Members.

VIII. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

59. Farmers Direct 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 Farmers Direct agree and stipulate to certification of the Settlement Class as defined in this Agreement. The Class Representative, Class Counsel, and Farmers Direct 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 or used for any purposes in this Action or any other proceeding.

60. The Class Representatives, Class Counsel, and Farmers Direct 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

61. Upon the Effective Date, and without any further action, in consideration of the Settlement benefits described herein, (a) Plaintiff's claims and Complaint against Farmers Direct shall be released and dismissed with prejudice, and (b) Plaintiff and each Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Farmers Direct and all other Released Parties from any and all Released Claims

from October 1, 2010 through the Effective Date.

62. Upon entry of the Final Order and Judgment, Plaintiff and all other Settlement Class Members 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 and bar (under res judicata, collateral estoppel, contract law, and otherwise) to any proceeding involving any Settlement Class Member subject to the releases herein.

63. 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.

64. Plaintiff and Class Counsel further agree 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

65. Under the procedure set forth in the Notice, potential Settlement Class Members who have not objected to the Settlement (*see* Section XI) have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed Preliminary Approval Order.

66. In order to timely and validly be excluded from the Settlement, the potential Settlement Class Member must send to the Settlement Administrator at the address identified in the Notice a letter postmarked no later than the Opt-Out Deadline, which states he or she wants to be excluded from the Settlement in *Vega v. Metropolitan Direct Property and*

Casualty Insurance Company, et al., United States District Court for the District of New Mexico, Case No. 1:22-cv-00616-JB-SCY, and includes his or her name, address, and signature.

67. The Settlement Administrator shall provide Class Counsel and Farmers Direct's Counsel with a list of all valid opt-outs within 14 days of the Opt-Out Deadline set forth in Section II, ¶ 18(dd). 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 opt-out.

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

69. 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.

70. Farmers Direct shall have the right to terminate the Settlement if more than 75 persons opt out of the Settlement Class. If Farmers Direct chooses to exercise this provision, the case will resume as if the Settlement never took place.

71. 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

71. 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).

72. 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.

73. The long form Notice substantially in the form of Exhibit B hereto will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be **filed** with the Court Clerk, no later than forty-five (45) days after the Notice Date (“Objection Deadline”), 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	Farmers Direct’s Counsel
U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd NW, Ste. 270 Albuquerque, NM 87102	Kedar Bhasker LAW OFFICE OF KEDAR BHASKER, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106	Steve Hulsman Nicole G. True WOMBLE BOND DICKINSON (US) LLP 201 East Washington Street Suite 1200 Phoenix, AZ 85004

74. 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 Farmers Direct by complying with the opt-out provisions set forth in Section X of this Agreement. Settlement Class Members who object to this Settlement Agreement cannot opt-out and shall remain Settlement Class Members and waive their right to pursue an independent remedy against Farmers Direct. 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, but not including objectors, can avoid being bound by any judgment of the Court by complying with the opt-out provisions set forth in Section X of this Agreement.

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 PAYMENTS TO THE CLASS REPRESENTATIVES

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

76. 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 solely from the Settlement Fund.

77. At least twenty-eight (28) days before the Final Fairness Hearing, Class Counsel shall file a motion for a Service Award for Plaintiff. The Parties agree that the court-approved Service Award will be paid to Plaintiff solely from the Settlement Fund.

78. Payment of the fees discussed in this subsection 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. Farmers Direct shall have no liability whatsoever for the payment to any person or entity of any fees, costs, Service Award, administrative expenses, taxes, or other amounts beyond the \$1,200,000 Settlement Fund.

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

XIII. PRELIMINARY APPROVAL AND FINAL APPROVAL OF SETTLEMENT

80. 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 Plaintiff's 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.

81. 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 Date, Objection Deadline (as set forth in Section XI, ¶ 73), and Opt-Out Deadline, and at least ninety (90) days after Farmers Direct 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, 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.

82. Class Counsel and Farmers Direct's Counsel agree to recommend approval of

the Settlement by the Court and to undertake their best efforts and 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

83. 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 the Parties and their 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 evidence, discovery, motion practice or any other 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 to Farmers Direct, less any amounts due to the Settlement Administrator.

XV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

84. 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 proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any fact, claim or defense on the part of any Party, in any respect; (b) be construed as an admission by Farmers Direct regarding liability, damages, or 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 Party or 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 Complaint.

XVI. INCAPACITATED AND DECEASED SETTLEMENT CLASS MEMBERS

85. Offset Subclass 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

86. Before receiving any Offset Subclass Payment pursuant to this Agreement, all Offset Subclass Members eligible for Offset Subclass Payment shall cooperate with the Settlement Administrator and/or Class Counsel to resolve: (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 an Offset Subclass Claim. 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.

87. Farmers Direct, the Released Parties, Farmers Direct'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. CLASS ACTION NOTICE REQUIREMENTS

88. Farmers Direct 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 the state insurance departments where the Settlement Class Members reside. 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

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

90. **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.

91. **Complete Resolution.** The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes that were brought or could have been brought related to the Action by the Plaintiff and the Settlement Class Members.

92. **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.

93. **Jurisdiction.** Until the Action is 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 only in the United States District Court for the District of New Mexico.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **Governing Law.** The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by New Mexico law, 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 New Mexico law, regarding reference or regard to choice-of-law principles.

102. **Public Statements.** The form, content, and timing of any public statement announcing the filing of this Settlement Agreement will be subject to mutual agreement by Class Counsel and Farmers Direct's Counsel. The Parties and their respective 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 this 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 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 Settlement. Nothing herein is intended or will be interpreted to inhibit or interfere with the ability of Class Counsel or Farmers Direct's Counsel to communicate with the Court, their clients, or Settlement Class Members and/or their respective counsel.

103. **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.

104. **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 Plaintiff and the Settlement Class:

By: /s/ Kedar Bhasker

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EXHIBIT A

Vega v. Metropolitan Direct Property and Casualty Insurance Company
Claim Form

**CLAIM FORM INSTRUCTIONS FOR SETTLEMENT CLASS MEMBERS ELIGIBLE
FOR OFFSET SUBCLASS PAYMENTS**

IMPORTANT: PLEASE READ BEFORE COMPLETING THIS CLAIM FORM

If you are a member of the Settlement Class eligible for an Offset Subclass Payment and would like to receive a payment from the Settlement, you must fill out and submit this claim form online or by mail.

You are a Settlement Class Member eligible for an Offset Subclass Claim if you: (1) were involved in a Motor Vehicle accident with an underinsured motorist, (2) submitted a claim that was subject to an auto insurance policy issued by Metropolitan Direct, Economy Premier Assurance, or Farmers Property & Casualty (collectively, "Metropolitan") that was in effect between October 1, 2010 and January 31, 2022, and (3) had your claim reduced or denied due to the application of an offset for payments from a third party responsible for your injuries and/or property damage.

If you believe you made a UIM claim to Metropolitan that was subject to a Metropolitan auto insurance policy effective between October 1, 2010 and January 31, 2022 for an automobile accident that may have been subject to an offset in coverage for payments from a third party responsible for your injuries or property damage, the only way to be considered for an Offset Subclass Payment is by fully completing and signing this Claim Form and returning it to the Settlement Administrator online at www.XXXXXXXXXX.com or by mailing it to the address below:

Vega v. Metropolitan
c/o Epiq Settlement Administration
P.O. Box XXXXX
City, State XXXXX-XXXX

YOUR CLAIM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [DATE].

If you wish to submit a claim for an Offset Subclass Payment, you need to provide all the information requested below. We will use this information to contact you and process your claim. It will not be used for any other purpose.

If you do not clearly provide the requested information, and indicate that you qualify for and would like to receive benefits from the settlement, your claim form will be deemed invalid and your claim will be denied. If any of the following information changes, you must promptly notify the Settlement Administrator using the contact section of the Settlement Website or by writing to the address above.

1. NAME:	First <input type="text"/>	Middle Initial <input type="text"/>	Last <input type="text"/>
2. MAILING ADDRESS:	Street Address <input type="text"/>		
Street Address 2 <input type="text"/>			
City <input type="text"/>			
State <input type="text"/>			
Zip <input type="text"/> - <input type="text"/>			
3. PHONE NUMBER:	<input type="text"/> - <input type="text"/> - <input type="text"/>		
4. EMAIL ADDRESS:	<input type="text"/>		
5. VERIFICATION	<p><input checked="" type="checkbox"/> I attest that I suffered injuries and/or property damage in an auto accident and, to the best of my recollection, made a claim to Metropolitan for Underinsured Motorist (UIM) benefits that was subject to a Metropolitan auto insurance policy that was in effect between October 1, 2010 and January 31, 2022 for an automobile accident that may have been subject to an offset in coverage for payments from a third party responsible for my injuries or property damage.</p> <p>Date of loss/Accident: _____</p>		
6. PAYMENT OPTIONS	<p>Please select one of the following payment options:</p> <p>PayPal – Enter your PayPal email address: _____</p> <p>Venmo – Enter the mobile number associated with your account: _____</p> <p>Zelle – Enter the mobile number associated with your account: Mobile Number: _____ or Email Address: _____</p> <p>Physical Check – Payment will be provided to the address provided above.</p>		

<p>7. Class Member ID* (on the notice mailed to you)</p>	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table> <p>(Example:XXXXXXXXXXXXX)</p> <p>*Contact the Settlement Administrator at XXXXXXXXXX if you cannot find or do not have a Class Member ID.</p>										

Sign and Date Your Claim Form

I declare under the laws of the United States of America that the information I supplied in this claim form is true and correct to the best of my recollection, that any documents that I have submitted in support of my claim are true and correct copies of original documentation, and that I executed this form on the date set forth below. I understand that I may be asked to provide more information by Metropolitan before my claim is complete.

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].

EXHIBIT B



United States District Court for the
District of New Mexico

***Margaret Vega v. Metropolitan Direct Property and Casualty Insurance
Company, Case No. 22-cv-616-JB-SCY***

*Si desea recibir esta notificación en español, llámenos o visite nuestra página
web.*

**Llame al 1-###-###-#### (número gratuito) o visite _____
para obtener más información.**

**Notice of Class Action Settlement Involving Certain
Insureds Who Purchased Uninsured/Underinsured
Motorist (UM/UIM) Coverage from or Made a Claim for
Underinsured Motorist (UIM) Benefits with Metropolitan
Direct Property and Casualty Insurance Company also
known as Farmers Direct**

- The United States District Court for the District of New Mexico has authorized this Notice. This is not a solicitation from a lawyer.
- A Settlement has been reached in the above-referenced class actions against Metropolitan Direct Property and Casualty Insurance Company, Economy Premier Assurance Company; and Farmers Property & Casualty Insurance Company (collectively, "Metropolitan") relating to allegations that Metropolitan violated New Mexico law by failing to disclose the limitations of or otherwise misrepresenting the value of underinsured motorist (UIM) coverage and applying an offset due to the insurance coverage limits of third parties responsible for bodily injuries or property damage (the "Action" or "Litigation").
- This Settlement establishes a process for certain individuals to receive automatic payments and others to make claims for monetary payments. This is true even if you are no longer insured with Metropolitan.

**You are receiving this Notice because you may be a
member of the group of people affected, called the "class."**

This Notice explains the terms of the proposed Settlement, who is a member of the class, the benefits available to class members, the rights and options class members have,

including how to submit a claim or how you may otherwise receive an automatic payment, how to object to the Settlement, how to exclude yourself from the Settlement, upcoming deadlines, a hearing on the proposed Settlement, and many other details about your legal rights and options in this Settlement.

PLEASE CAREFULLY READ THIS COURT-AUTHORIZED NOTICE.

ALL OF ITS TERMS MAY AFFECT YOUR RIGHTS.

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Basic Information

Why did I get this notice?

The Court in the Action known as *Margaret Vega v. Metropolitan Direct Property and Casualty Insurance Company*, United States District Court for the District of New Mexico, Case No. D-202-CV-2021-01096, authorized this Notice because you have the right to know about a proposed settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to approve the Settlement. This Notice explains the Action, the Settlement, your legal rights, what benefits are available to you and how to get them, and who may be eligible.

The Action is pending in the United States District Court for the District of New Mexico before federal judge James O. Browning, who entered an Order preliminarily approving this Settlement on **Month Day, 20__**. A Final Fairness Hearing, at which the Court will consider whether the

Settlement is fair, reasonable, adequate, in the best interests of the class, and whether to approve it, is scheduled for **Month Day, 20__**. For questions about this Settlement or the Actions, do not contact Judge Browning or the Clerk of the Court.

Where can I get additional information about the Settlement?

This Notice is intended to summarize the Settlement. More details are set forth in a Settlement Agreement. If you want a copy of the Settlement Agreement, or have questions, call 1-XXX-XXX-XXXX or visit www.XXXXXX.com.

What is the significance of capitalized words in this Notice?

The significance of capitalized words in this Notice is that they correspond to terms that are defined in the Settlement Agreement at paragraphs 18.a. through 18.tt or elsewhere in the Settlement Agreement. Certain of those defined terms are also set out in this Notice, but for those that are not, you can refer to the Settlement Agreement, which can be obtained by visiting www.XXXXXX.com.

Which insurance companies are part of the Settlement?

The Settlement includes the automobile insurance companies identified on the cover page of this Notice—Metropolitan Direct Property and Casualty Insurance Company, Economy Premier Assurance Company, and Farmers Property & Casualty Insurance Company. These companies are referred to throughout this Notice as “Metropolitan.”

What are the Lawsuits about?

Plaintiff alleges that Metropolitan violated New Mexico law by misrepresenting underinsured motorist (“UIM”) coverage or failing to disclose the limitations of UIM coverage in their written materials and applying an offset due to the insurance coverage limits of third parties responsible for injuries or property damage. The Plaintiff asserts a variety of claims: (1) violations of the New Mexico Unfair Trade Practices Act (UPA); (2) violations of the New Mexico Unfair Insurance Practices Act (UIPA); (3) reformation of insurance policy; (4) breach of the

covenant of good faith and fair dealing; (5) negligence; (6) unjust enrichment; (7) negligent misrepresentation; and (8) declaratory judgment.

Metropolitan denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. By entering into this Settlement, Metropolitan is not admitting any wrongdoing.

Why are the Lawsuits class actions?

In a class action, one or more people called Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves from—*i.e.*, opt out of—the Settlement Class. The proposed Class Representative in this case is Margaret Vega.

Why is there a settlement?

Plaintiff and Metropolitan do not agree about the claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiff or Metropolitan. Instead, in 2025, Plaintiff and Metropolitan agreed to settle, which means they have reached an agreement to resolve the Actions. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because the Settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Metropolitan.

The Settlement is on behalf of the Metropolitan policyholders and the insured who brought the case and all members of the Settlement Class.

Who Is Included In The Settlement?

How do I know if I am part of the Settlement?

You are part of the Settlement Class if:

- you paid a premium to Metropolitan for UM/UIM coverage under a New Mexico automobile insurance policy issued by Metropolitan that was in effect at any time between October 1, 2010 and January 31, 2022; and/or
- you were involved in a Motor Vehicle accident with an underinsured motorist, submitted a claim that was subject to a Metropolitan auto insurance policy that was in effect between October 1, 2010 and January 31, 2022, and had your claim reduced or denied due to Metropolitan’s application of an offset for payments received from a third party responsible for your injuries and/or property damage (“*Schmick* offset”).

Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) all individuals who have separately filed suit against Metropolitan up to the Notice Date, where the subject of such suit includes an allegation of the reduction or denial of benefits on the basis of a *Schmick* offset; (2) all individuals who have settled a claim for benefits reduced or denied at least in part on the basis of a *Schmick* offset; (3) all individuals whose claim was adjusted or readjusted without applying a *Schmick* offset, or who signed a final release prior to the Notice Date; (4) the Judge(s) presiding over this Action; and (5) any employees of the Released Parties.

What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member and part of the Settlement Class, you may go to the Settlement Website at www.XXXXXXX.com, call the toll-free number of 1-XXX-XXX-XXXX, or call Class Counsel at 1-XXX-XXX-XXXX.

The Settlement Benefits – What You Get If You Qualify

What does the Settlement provide?

Metropolitan has agreed to create a common settlement fund to be funded by or on behalf of Farmers Direct Property & Casualty Insurance Company (fka Metropolitan Direct Property & Casualty Insurance Company), Economy Premier Assurance Company, and Farmers Property & Casualty Insurance Co. (collectively, "Metropolitan") in the aggregate amount of \$1,200,000.00 (the "Settlement Fund"). The Settlement Fund will be used to provide the benefits to Settlement Class Members summarized below. It will also be used to pay the costs and attorney fees of Class Counsel approved by the Court, incentive awards to Plaintiff approved by the Court, and the cost of administering the Settlement.

The Settlement Fund is the full extent of the Metropolitan's aggregate settlement payment obligation (except for half the mediator's fee), inclusive of and limited to the following all of which will be paid out of the Common Settlement Fund:

- Summary of Settlement Class Benefits:
 - Pay timely, valid claims submitted by Settlement Class Members (1) who were involved in a Motor Vehicle accident with an *underinsured* motorist, (2) whose claims were or would have been subject to a Metropolitan auto insurance policy that was in effect between October 1, 2010 and January 31, 2022, and (3) had their claim reduced or denied due to Metropolitan's application of the *Schmick* offset. These persons are referred to as "Offset Subclass Members." Offset Subclass Members who submit a timely, valid claim will receive a \$25,000.00 Offset Subclass Payment. The total amount of the Settlement Fund to be made available for Offset Subclass Payments shall be \$360,000.00. If the number of valid Offset Subclass claims exceeds \$360,000.00, 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.
 - RETURN OF UM/UIM PREMIUMS – If you are a Metropolitan policyholder who paid premiums to Metropolitan for Uninsured/Underinsured Motorist (UM/UIM) coverage between October 1, 2010 and January 31, 2022 (the "Class Period"), and are not eligible for an Offset Subclass Payment, or are eligible but choose not to make a claim, you are entitled to a refund of a

portion of all premiums paid for UIM coverage during the Class Period. The amount of payment will be based on the amount of UM/UIM premiums paid by you during the Class Period and the amount of the Direct Premium Refund Settlement Fund, which will be determined after payment of settlement administration costs, attorney fees, costs and expenses to Class Counsel, incentive fee awards to the Class Representative, and Valid Offset Subclass Claims up to \$360,000. Class members eligible for a return of UM/UIM premiums do **not** have to submit a claim to receive a premium refund. If the Settlement is approved, the Settlement Administrator will issue a check to your last known address.

If there is any money left over in the Settlement Fund after all Offset Subclass Payments and UIM premium refunds, attorney fees, costs, expenses, incentive awards to Class Representatives, and settlement administration costs, it will be donated to Equal Access for Justice, Inc.

What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (*i.e.*, opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Metropolitan and Released Parties about the legal issues in the Lawsuits that are released by this Settlement. The Specific rights you are giving up are called "Released Claims."

What are the Released Claims?

The Settlement Agreement, in Sections IX and II, Paragraphs 18.ii. and 18.jj., describes the Release, Released Claims and the Released Parties in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.XXXXXX.com or in the public court records on file in the Lawsuits. For questions regarding Releases and what they mean, you can also contact Class Counsel for free, or you can talk to our own lawyer at your own expense.

Deciding What to Do

What do I do next?

Your rights and options—**and the deadlines to exercise them**—are summarized below.

		Deadline
<p>Submit a Claim Form for an Offset Subclass Payment</p>	<p>If you were involved in a Motor Vehicle accident with an <i>underinsured</i> motorist, submitted a claim subject to a Metropolitan auto insurance policy that was in effect between October 1, 2010 and January 31, 2022, and had your claim reduced or denied due to Metropolitan’s application of the <i>Schmick</i> offset, the only way to potentially obtain an Offset Subclass Payment is to submit a claim form to the Settlement Administrator.</p> <p>If you do submit an Offset Subclass Claim, you may be contacted by the Settlement Administrator concerning your claim. The Settlement Administrator may also request additional documentation concerning your Offset Subclass Claim.</p> <p>You must submit all reasonable, required supplemental documentation concerning your Offset Subclass Claim in order to obtain an Offset Subclass Payment.</p> <p>If you submit a claim form for an Offset Subclass Payment, you will remain in the Class, be bound by the Settlement, and give up your rights to sue Metropolitan and the other Released Parties for the Released Claims.</p>	<p>Month DD, 202__</p>

Do Nothing	If you are Metropolitan policyholder who paid premiums to Metropolitan for UM/UIM coverage at any point during the Class Period, and are not eligible for an Offset Subclass Payment, or are eligible for an Offset Subclass Payment but choose not to make a claim, you do not have to submit a claim to receive a refund of your UIM premiums. You will remain in the Class, be bound by the Settlement, and give up your rights to sue Metropolitan and the other Released Parties for the Released Claims.	
Exclude Yourself (Opt Out)	Get no Settlement benefits or payment. Keep your right to file your own lawsuit against Metropolitan about the same issues in the Lawsuit.	Month DD, 20__
Object	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it. You may still file a Claim Form.	Month DD, 20__

Read on to understand the specifics of what each choice would mean for you.

How to Get Benefits from the Settlement

How do I get a payment if I am a class member?

Settlement Class members entitled to a UIM premium refund do **not** need to make a claim to receive payment.

If you wish to submit an Offset Subclass Claim and potentially receive additional UIM benefit payment, you must complete and submit a valid Claim Form to the Settlement Administrator, postmarked or submitted online on or before **Month Day, 20__**. Claim Forms may be submitted online at www.XXXXXX.com, or downloaded and printed

from the website and mailed to the Settlement Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms and tax documentation are also available by calling 1-XXX-XXX-XXXX or by writing to:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

When will I receive my Settlement benefits?

If you make a Valid Offset Subclass Claim, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final, including the end of any dates to appeal the final approval of the Settlement. The date of payment will vary depending on whether you are required to submit additional documents to Metropolitan, and whether you appeal the Settlement Administrator's Notice of Determination. Though payment dates vary, many Valid Offset Subclass Claims should be paid within 180 days of the date the Settlement becomes final. Payments of UIM premium refunds will only be paid after the Settlement is approved by the Court and becomes final, payments of Valid Offset Subclass Claims, and the Settlement Administrator determines the portion of the Settlement Fund available for direct UIM premium refunds.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXX.com for updates.

The Lawyers Representing You

Do I have a lawyer in these Lawsuits?

Yes, in a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following lawyers as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement.

Your lawyers:

KEDAR BHASKER, 2741 Indian School Rd. NE, Albuquerque, NM 87106,
Phone: (505) 407-2088, kedar@bhaskerlaw.com,

CORBIN HILDEBRANDT, P.C., 2741 Indian School Rd. NE Albuquerque, NM
87106, Phone: (505) 998-6626, corbin@hildebrandtlawnm.com,

Geoffrey Romero, ROMERO, HARADA, WINTERS, LLC, 4801 All Saints Road
NW Ste. A, Albuquerque, NM 87120, Phone: (505) 247-3338,
geoff@RHWLAWNM.com,

These are the lawyers who negotiated this settlement on your behalf.

You may hire your own lawyer at your own cost and expense if you
want someone other than Class Counsel to represent you.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the Action. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to **\$ 360,000 total** in attorneys' fees plus the reimbursement of out-of-pocket expenses and state gross receipt tax of 7.625%.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair. If approved by the Court, Class Counsel's fees, expenses, costs and state gross receipt taxes will be paid out of the Settlement Fund.

Your lawyers will also ask the Court to approve a payment of \$10,000.00 to the Class Representative for the time and effort she contributed to the case. If approved by the Court, the Service Award will be paid from the Settlement Fund.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement website at

www.XXXXXX.com before the deadline for you to comment or object to the Settlement.

Opting Out From the Settlement

What if I don't want to be part of this Settlement?

If you are a Settlement Class Member and want to keep the right you may have to sue or continue to sue Metropolitan or the Released Parties on your own based on the claims raised in the Lawsuit or released by the Released Claims, then you can exclude yourself from – or “opt out” - of the Settlement

You cannot exclude yourself by telephone or email.

If I opt out, can I still get anything from the Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be a part of the Settlement. You will not receive any payment and cannot object to the Settlement. However, you will not be bound or affected by anything that happens in the Action. That means you keep the right to sue or be part of another case against Metropolitan or the other Released Parties about the issues in the Lawsuit.

Unless you exclude yourself, you give up the right to sue Metropolitan and the other Released Parties for the claims this Settlement resolves relating to the Lawsuit. You must exclude yourself from this Settlement to continue your own lawsuit. **If you have a pending lawsuit against Metropolitan, you should speak to your lawyer in that case immediately.**

How do I opt out?

To opt out of the settlement, you must fully complete and sign the opt out form included with this notice and mail it by **[date]** to all of the following:

Settlement Administrator	Class Counsel	Metropolitan's Counsel
[Insert Address]	Kedar Bhasker	Steve Hulsman

	LAW OFFICE OF KEDAR BHASKER, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106	Nicole G. True WOMBLE BOND DICKINSON (US) LLP 201 East Washington Street Suite 1200 Phoenix, AZ 85004
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Be sure to include your name, address, telephone number, and signature. The opt out form must be **postmarked** by Month Day, 20__.

Objecting to the Settlement

How do I tell the Court that I disagree with the Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or the requested attorneys' fees and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses. To object, you must timely file with the Clerk of the United States District Court for the District of New Mexico written notice as provided below no later than **Month Day, 20__**, stating you object to the Settlement in *Vega v. Metropolitan Direct Property and Casualty Insurance Company*, United States District Court for the District of New Mexico, Case No. D-202-CV-2021-01096.

To be valid, an objection must state:

- (1) your full name, address, telephone number, and email address (if any);
- (2) information identifying yourself as a Settlement Class Member;
- (3) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- (4) the identity of all lawyers (if any) representing you;
- (5) the identity of all of your lawyers (if any) who will appear at the Final Fairness Hearing in support of your objection;
- (6) a list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection;
- (7) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing; and
- (8) your signature or the signature of your duly authorized lawyer or

other duly authorized representative (along with documentation setting forth such representation).

In addition to the foregoing, any objection should also provide the following information:

- (1) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last three (3) years;
- (2) a list, by case name, court, and docket number, of all other cases in which your 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
- (3) a list, by case number, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative.

To be timely, written notice in the appropriate form containing the case name and docket number of the Actions must be filed with the Clerk of the Court (address below) and mailed to the following:

Court	Class Counsel	Metropolitan's Counsel
U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd NW Suite 270 Albuquerque, NM 87102	Kedar Bhasker LAW OFFICE OF KEDAR BHASKER, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106	Steve Hulsman Nicole G. True WOMBLE BOND DICKINSON (US) LLP 201 East Washington Street Suite 1200 Phoenix, AZ 85004

Any Settlement Class Member who fails to comply with the requirements for objecting in Section XI of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit.

What is the difference between objecting and opting out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (that is, do not opt out and exclude yourself). Opting out is telling the court you do not want to be a part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not receive an Offset Subclass Payment and will be bound by the Settlement and its release provisions. If you do nothing and are a Class Member entitled to a UIM premium refund, you will receive a partial refund of UIM premiums and will be bound by the Settlement and its release provisions. That means you won't be able to start, continue, or be part of any other lawsuit against Metropolitan or the other Released Parties about the issues in the Action. A full description of the claims and persons and entities who will be released if this Settlement is approved can be found at www.XXXXX.com.

The Final Fairness Hearing

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

Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the Settlement before it can take effect. Payments will only be made if the Court approves the Settlement.

The Court will hold a Final Fairness Hearing on **Month Day, 20__**, at **X:XX a.m. before Judge _____, United States District Court, Pete V. Domenici U.S. Court house, 333 Lomas Blvd. NW, Suite __, Albuquerque, NM 87102**

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the incentive awards to Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date of the hearing are subject to change without further notice to members of the Settlement Class. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at www.XXXXX.com.

Do I have to attend the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you file your written objection on time the Court will consider it.

If the Court does not approve the settlement or the parties decide to end it, it will be void and the Action will continue.

May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay the lawyer yourself.

If you want to appear, or if you want your lawyer instead of Class Counsel to speak for you, you must follow all of the procedures for objecting to the Settlement listed above—and specifically include a statement whether you and your counsel will appear at the Final Fairness Hearing.

Key Resources

How do I get more information?

This notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. To get a copy of the Settlement Agreement or get answers to your questions:

- contact Class Counsel (information below)
- visit the case website at www.XXXXXX.com
- call 1-XXX-XXX-XXXX
- write to the Settlement Administrator (information below); or
- access the Court’s [eCourt Public Portal] online or visit the Clerk’s office of the Court (address below). **Please do not telephone the Court or the Court’s Clerk’s office regarding this Notice.**

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Kedar Bhasker LAW OFFICE OF KEDAR BHASKER, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106
Court (DO NOT CALL)	U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd NW, Ste. 270 Albuquerque, NM 87102

EXHIBIT C

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO



You may be eligible for a payment from a class action settlement if you purchased Underinsured Motorist (UIM) Coverage or were in an automobile accident and denied UIM coverage or received a reduced UIM benefits from Metropolitan Direct Property and Casualty Insurance Company, Economy Premier Assurance Company, or Farmers Property & Casualty Insurance Company in New Mexico

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A settlement has been reached in a class action lawsuit brought against **Metropolitan Direct Property and Casualty Insurance Company, Economy Premier Assurance Company, and Farmers Property & Casualty Insurance Company (collectively, “Metropolitan”)** relating to allegations that Metropolitan violated New Mexico law by failing to disclose the limitations of or otherwise misrepresenting underinsured motorist coverage (“UIM coverage”) and applying an offset due for payments received from third parties responsible for bodily injuries or property damage (the “Action”). Metropolitan denies all claims in the Action and alleges that it did nothing wrong. The Action is titled *Margaret Vega v. Metropolitan Direct Property and Casualty Insurance Company*, United States District Court for the District of New Mexico, Case No. 22-cv-616-JB-SCY.

WHO IS INCLUDED? Metropolitan records show that you may be a “Settlement Class Member” because you may have purchased UIM coverage from or made a claim for UIM benefits with Metropolitan under an automobile insurance policy issued in New Mexico.

SETTLEMENT BENEFITS. The settlement provides a variety of benefits to Settlement Class Members.

- Pay timely, valid claims submitted by Settlement Class Members who had an *underinsured* motorist claim reduced or “offset” by the amount paid by the at-fault driver in an accident for which there was coverage under a Metropolitan automobile insurance policy between October 1, 2010, through January 31, 2022. These persons are referred to as “Offset Subclass Members.” Offset Subclass Members who submit a timely, valid claim will receive \$25,000.00 for the claim. The total amount of the Settlement Fund to be made available for Offset Subclass Payments shall be \$360,000.00. If the number of valid Offset Subclass claims exceeds \$360,000.00, 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.
- RETURN OF UM/UIM PREMIUMS – If you are a Metropolitan policyholder who paid premiums to Metropolitan for Uninsured/Underinsured Motorist (UM/UIM) coverage between October 1, 2010 and January 31, 2022 (the “Class Period”), and are not eligible for a UIM claim readjustment, or are eligible for UIM claim readjustment but choose not to make a claim, you are entitled to a refund of a portion of all premiums paid for UM/UIM coverage during the Class Period. The amount of payment will be based on the amount of UM/UIM premiums paid by you during the Class Period and the amount of the Direct Premium Refund Settlement Fund, which will be determined after payment of settlement administration costs, attorney fees, costs and expenses to Class Counsel, incentive fee awards to the Class Representatives, and Valid Claims for UIM claim readjustments. Class members eligible for a return of UM/UIM premiums do **not** have to submit a claim to receive a premium refund.

If the Settlement is approved, the Settlement Administrator will issue a check to your last known address.

YOUR OPTIONS:

1. YOU CAN SUBMIT A CLAIM FOR AN OFFSET SUBCLASS PAYMENT.

To get an Offset Subclass Payment Claim Form, visit the website or call 1-XXX-XXX-XXXX. The claim deadline is **Month Day, 2026**. If you submit a claim for an Offset Subclass Payment, you will remain in the class and be bound by the decisions of the Court and give up your rights to sue Metropolitan for the claims resolved by this Settlement. You must submit a claim form in order to be eligible to receive an Offset Subclass Payment. Making a claim does not guarantee payment; the claim must qualify for UIM coverage under the applicable policy.

2. DO NOTHING TO RECEIVE A RETURN OF UM/UIM PREMIUMS PREVIOUSLY PAID.

If you paid UM/UIM premiums to Metropolitan during the Class Period and do not make a valid claim for an Offset Subclass Payment, no action is required on your part to receive a partial refund of UM/UIM premiums. If the settlement is approved, the settlement administrator will issue a check to your last known address. If you do nothing for a return of UM/UIM premiums, you will remain in the class and be bound by the decisions of the Court and give up your rights to sue Metropolitan for the claims resolved by this Settlement.

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 [redacted] 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 Metropolitan separately in another lawsuit if you choose to pursue one.

4: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at [www.\[redacted\]](http://www.[redacted]). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you must file a Notice of Intent to object to the terms of the Settlement with the Clerk of the Court and mail the objection to the Clerk of the Court, Class Counsel and Metropolitan’s Counsel. 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:

Margaret Vega v. Metropolitan Direct Property and Casualty Insurance Company, Case No. 22-cv-616-JB-SCY, United States District Court for the District of New Mexico, Case,
PO BOX 0000
City, State, Zip Code

The Notice of Intent must include all the following information:

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).

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.

Notices of Intent to object must be postmarked by [REDACTED]. 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 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.

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.

This is only a summary. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice and more information. On **Month Day, 202__**, the Court will hold a Final Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees in the amount of \$400,000.00, plus state Gross Receipt Tax (7.625%) and costs, and an incentive award of \$10,000.00 for the Class Representative. The Motion for attorneys' fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

www.XXXXXXXXXX.com

1-XXX-XXX-XXXX

EXHIBIT D

Metropolitan UM Offset Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

Court-Approved Legal Notice

Did you have an automobile insurance policy with or were insured by **Metropolitan Direct, Economy Premier, or Farmers Property & Casualty** between **October 1, 2010 to January 31, 2022** that included **UM/UIM** coverage?

LEARN MORE

Scan this QR code to visit the Settlement Website.



Para español, visita el sitio web.

<<MAIL ID>>
<<NAME1>>
<<NAME2>>
<<ADDRESS1>>
<<ADDRESS2>>
<<ADDRESS3>>
<<ADDRESS4>>
<<ADDRESS5>>
<<CITY,>> <<STATE>> <<ZIPCODE>>
<<COUNTRY>>

Barcode No-Print Zone

Lawsuit Background

You may be eligible for a cash payment and/or benefits from a \$1.2 million class action settlement against Metropolitan Direct, Economy Premier Assurance, and Farmers Property & Casualty ("Defendants") for allegations that Defendants failed 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.

Defendants deny the allegations in the lawsuit but have agreed to settle the lawsuit, *Margaret Vega v. Metropolitan Direct Property and Casualty Insurance Company, Case No. 22-cv-616-JB-SCY*

Who is included in the Settlement Class?

If you submitted an underinsured motorist claim subject to a policy issued by Defendants between October 1, 2010 through January 31, 2022 that was reduced or "offset" by the amount paid by the at-fault driver, or 2) purchased a New Mexico automobile insurance policy containing UM/UIM motorist coverage from Defendants between October 1, 2010 through January 31, 2022.

Records show you are a Settlement Class Member

What Does the Settlement Provide?

Submit your Claim online or by mail postmarked by **Month DD, 20YY**, for the following benefits:

Cash Payment:

Receive \$25,000 if you submitted an underinsured motorist coverage claim under a policy in effect between October 1, 2010 and January 31, 2022 that was reduced, or "offset," by the amount you received from the insurer of the at-fault driver.

OR

Do Nothing. If you do not submit a claim related to an accident, but you purchased a New Mexico automobile insurance policy with UM/UIM coverage from Defendants, 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 accident claims, attorneys' fees, an Incentive Award, and costs of Settlement Administration.

Your cash payment may be subject to a pro rata (a legal term meaning equal share) increase or decrease based on the total of all valid Claims.

Other Options

Opt-Out postmarked by Month DD, 2026. Submit an opt-out if you do not want to be legally bound by the Settlement. The Court will exclude class members who request to opt-out.

Object by Month DD, 2026. You may object to the Settlement if you do not opt-out. The Long Form Notice on the Settlement Website explains how to opt-out or object.

Final Approval Hearing on Month DD, 2026. The Court will decide whether to approve the Settlement, Class Counsel's attorneys' fees and gross receipt tax, \$10,000, services awards, and any objections. You or your lawyer may ask to appear at the hearing, but it is not required.

This notice is a summary. Learn more at www.XXXXXXXXXXXXXXXXXX.com, or call toll-free 1-XXX-XXX-XX

METROPOLITAN AKA FARMERS DIRECT UIM Settlement

Submit your Claim Form by **Month DD, 2026**

Unique ID: <<UniqueID>>

PIN: <<PIN>>



EXHIBIT E

Vega v. Metropolitan Direct Property and Casualty Insurance Company,

Case No. D-202-CV-2021-01096

NOTICE OF DETERMINATION

NAME: _____
ADDRESS: _____

You are receiving this Notice of Determination because you made a claim for an Offset Subclass Payment pursuant to the Settlement in the class action lawsuits referenced above asserted against Metropolitan.

The Settlement Administrator has reviewed your claim and made the following determination:

- [Your claim is approved in the amount of [REDACTED]. A check for this amount is provided with this Notice of Determination unless you elected payment via an alternative payment method such as PayPal or Venmo, in which case the funds shall be deposited into the appropriate account.]
- [Your claim is denied because [REDACTED]].

If your claim has been denied or you dispute the amount in which your claim was approved, you may appeal this Notice of Determination by filling out a Neutral Evaluation on Appeal form available at www.XXXXXXXXXX.com and mailing it to Settlement Administrator at the address on the form. TO APPEAL, YOUR NEUTRAL EVALUATION APPEAL FORM MUST BE POST-MARKED WITHIN 30 DAYS FROM THE DATE THIS NOTICE OF DETERMINATION WAS POSTMARKED OR EMAILED TO YOU. With your Neutral Evaluation Appeal Form, you must provide check made out to [REDACTED] for Fifty Dollars (\$50.00) to cover the cost of the appeal. The \$50.00 appeal fee will be refunded to you if the neutral evaluator determines the appeal in your favor. You are free to immediately cash the check or spend any funds provided to you pursuant to this Notice of Determination regardless of whether you plan to submit a Neutral Evaluation on Appeal Form. More information about the appeal process is available at www.XXXXXXXXXX.com]

If you have any questions, please visit www.XXXXXXX.com or call 1-XXX-XXX-XXXX.

EXHIBIT F

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

MARGARET VEGA, individually
and on behalf of other similarly situated individuals,

Plaintiff,

vs.

CIVIL NO. 1:22-cv-00616-JB-SCY

METROPOLITAN DIRECT PROPERTY AND
CASUALTY INSURANCE COMPANY,

Defendant.

**ORDER PRELIMINARILY APPROVING SETTLEMENT, APPROVING NOTICE TO
SETTLEMENT CLASS MEMBERS, AND SETTING DATE FOR FINAL FAIRNESS
AND APPROVAL HEARING**

The parties to the Settlement Agreement entered into by and through their respective counsel on January 30, 2026 (the “Agreement”) in the above-captioned action (the “Action”) have moved for an order granting preliminary approval of the class settlement of the Action upon the terms and conditions in the Agreement. The Court having read and considered the Agreement and the accompanying documents submitted by Plaintiff (each as defined in the Agreement and as set out below), finds and ORDERS as follows:

IT IS HEREBY ORDERED THAT:

1. The Agreement is hereby incorporated by reference in this Order and, in addition to the terms defined in this Order, all terms defined in the Agreement will have the same meanings in this Order.

2. The Parties include Plaintiff Margaret Vega, individually and as representative of the Settlement Class, and Defendant Metropolitan Direct Property and Casualty Insurance Company (“MetDirect”), now known as Farmers Direct Property and Casualty Insurance Company; Economy Premier Assurance Company; and Farmers Property & Casualty Insurance Company (collectively, “Farmers Direct”).

3. For purposes of determining whether the terms of the Agreement should be preliminarily approved, the following Settlement Class is conditionally certified, for purposes of this Agreement only:

- All persons who paid a premium to Farmers Direct for UM/UIM coverage under a New Mexico automobile insurance policy issued by Farmers Direct that was in effect at any time between October 1, 2010 and January 31, 2022; and
- All persons who (1) were involved in a Motor Vehicle accident with an underinsured motorist, (2) submitted a UIM claim that was or would have been subject to a Farmers Direct auto insurance policy issued to a Class Member that was in effect between October 1, 2010 and January 31, 2022, and (3) had their claim reduced or denied due to Farmers Direct's application of the *Schmick* offset.

The Settlement Class excludes (1) all individuals who have separately filed suit against Farmers Direct up to the Notice Date, where the subject of such suit includes an allegation of the reduction or denial of benefits on the basis of a *Schmick* offset; (2) all individuals who have settled a claim for benefits reduced or denied at least in part on the basis of a *Schmick* offset; (3) all individuals whose claim was adjusted or readjusted without applying a *Schmick* offset, or who signed a final release prior to the Notice Date; (4) the Judge(s) presiding over this Action; and (5) any employees of the Released Parties.

4. The Court expressly reserves the right to determine, should the occasion arise, whether the Action may be certified as a class action for purposes other than settlement, and Farmers Direct retains all rights to assert that the Action may not be certified as a class action

except for purposes of settlement only. This Preliminary Order is not intended to be a final order on certification of the class for settlement purposes.

5. The Court finds that (i) the Agreement resulted from extensive arm's-length negotiations; (ii) the Agreement was concluded after counsel for all Parties had conducted adequate investigation; and (iii) the Agreement terms are sufficiently fair, reasonable, adequate and in the best interests of the Settlement Class to warrant sending notice and claim forms to the Settlement Class preliminarily certified for settlement purposes in accordance with Section VI, Notice Program, of the Agreement and thereafter holding a hearing regarding, inter alia, (a) final approval of the Agreement and certification of a Settlement Class for settlement purposes only, (b) whether the Notice Program complies with the Federal Rules and due process; and (c) whether Class Counsel's request for attorneys' fees should be approved (the "Final Approval Hearing"). Accordingly, the Court grants preliminary approval of the Agreement and finds that it is sufficiently fair and reasonable to warrant sending notice to persons who may be members of the Settlement Class preliminarily certified for settlement purposes in accordance with the Class Notice procedures set forth in the Agreement.

6. Solely for the purposes of the Agreement, the Court preliminarily finds that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied in that: (i) the Settlement Class Members are so numerous that joinder of all Settlement Class Members is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of the Plaintiff are typical of the claims of the Settlement Class Members; (iv) the Plaintiff will fairly and adequately represent the interests of the Settlement Class; (v) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; (vi) and certifying the Settlement Class is superior to other

available methods for the fair and efficient adjudication of the controversy.

7. Plaintiff is preliminarily found qualified to act as representative of the Settlement Class and preliminarily appointed as Settlement Class Representative; and the following Plaintiff's Counsel are preliminarily appointed as Counsel for the Settlement Class ("Class Counsel"), based on the Court's determination that the requirements of Fed. R. Civ. P. 23(g) are satisfied by this appointment.

Kedar Bhasker
LAW OFFICE OF KEDAR BHASKER, LLC
2741 Indian School Rd. NE
Albuquerque, NM 87106

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

Geoffrey Romero
Nikko Harada
Christopher Winters
ROMERO, HARADA & WINTERS, LLC
4801 All Saints Rd.
Albuquerque, NM 87121

8. If final approval of the Agreement is not obtained or the events set forth in the Agreement are not satisfied, this preliminary certification order, including the above description of the Settlement Class, shall be vacated *ab initio*. Preliminary certification of the Settlement Class, appointment of Class Counsel and of the Class Representative, and all actions associated therewith, are binding only with respect to the Agreement and are undertaken on the condition that the certification and designations may be vacated, at the discretion of Farmers Direct, if the Agreement is terminated or is disapproved in whole or in material part by the Court, any appellate court and/or any other court of review, or if the Agreement is terminated pursuant to Section XIV in the Agreement, in which event: (i) the Agreement and any obligations of Farmers Direct thereunder

shall be null and void, except as otherwise expressly provided in the Agreement; (ii) the Court shall vacate the preliminary certification of the Settlement Class; (iii) Farmers Direct and the other Released Parties shall retain the right to object to the maintenance of the Action and/or any other case on any grounds; and (iv) the Action shall proceed as if the Agreement had never been entered and the Settlement Class had never been certified, without prejudice or relevance to the Court's consideration on the merits of any arguments for or against a properly submitted motion for class certification.

9. The Agreement and its preliminary approval is not to be deemed an admission of liability or fault by Farmers Direct or by any of the Released Parties, or a finding of the validity of any claims asserted in the Action, or of any wrongdoing or of any violation of law by Farmers Direct or any of the Released Parties, or an admission by Farmers Direct or the other Released Parties as to the certifiability of a litigation class in the Action, or any other case. Neither the preliminary certification of this Settlement Class, nor the Agreement, nor the fact that it was entered into, nor any of its terms, provisions or exhibits, nor any of the negotiations or proceedings connected with it, nor any filings or arguments made to the Court in support of preliminary approval of the Agreement, may be offered, received or construed, in any pending or future civil, criminal or administrative action, as: (i) an admission of or evidence of liability or fault by Farmers Direct or any of the Released Parties or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of New Mexico law by any of the Released Parties or; (ii) an admission of or evidence of the appropriateness of certification of a litigation class; or (iii) as evidence for any purpose in this or any other proceeding, including as to the certification of any class, except that such materials may be offered or received in proceedings to enforce the Agreement or if Farmers Direct, at their sole discretion, stipulate to the admission of such evidence.

Notwithstanding the foregoing, Farmers Direct and the Released Parties may file the Agreement, or any judgment or order of the Court related to it, in any other action that may be brought against them, to support any defenses based on *res judicata*, collateral estoppel, release, or any other theory of claim preclusion or issue preclusion.

10. Epiq Class Action & Claims Solutions, Inc. is preliminarily appointed as third-party settlement administrator (“Settlement Administrator”). The Court will determine whether the Settlement Administrator should be appointed at the Final Approval Hearing.

11. The Settlement Administrator shall cause the Notice and Claim Form submitted to the Court as Exhibits A, B, and C to the Agreement to be distributed in accordance with the procedures set forth in Section VI, Notice Program of the Agreement. As set forth in the Agreement, the costs associated with providing Notice will be paid out of the Settlement Fund established in the Agreement.

12. The Court has reviewed the Class Notice and Claim Form, which it preliminarily approves in form and substance. The Court preliminarily finds that the form and method of notice set forth in Section VI, Notice Program of the Agreement (the “Notice Program”): (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Action, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws. In addition, the Court finds that the claim submission procedures for those Settlement Class Members eligible for an Offset Subclass Payment and associated Claim Form are fair, reasonable and adequate.

Those procedures allow sufficient time and are simple and straightforward so that any Settlement Class Member who chooses to submit a Claim Form has ample opportunity to do so. The Claim Form and claim submission procedures assist the Settlement Class Members in making informed decisions as whether to submit a Claim Form. This preliminary finding, which is made for purposes of approving the Notice Program only, does not prejudice the rights of any Settlement Class Member to object to the Notice Program at the Final Approval Hearing.

13. The Final Approval Hearing shall be held before the undersigned, in Courtroom _____ this Courthouse, at _____, on _____, 202__, or such alternate date as the Court may set as close to _____ days after the date that the Class Notice is required to be sent, *i.e.*, _____ days from the date of entry of this Order, as is convenient with the Court's schedule. At that hearing, the Court shall consider and/or determine, among other things: (i) whether the Agreement should be finally approved as fair, reasonable, and adequate; (ii) whether to finally certify a Settlement Class for settlement purposes only; (iii) whether the Notice Program complies with the Federal Rules and due process; (iv) the amount of attorneys' fees and costs to be awarded to Class Counsel and the amount of any service awards to be paid to Class Representative; (v) whether Settlement Class Members should be bound by the Releases set forth in the Agreement; (vi) whether the Final Judgment approving the Agreement and dismissing all claims asserted in this Lawsuit on the merits, with prejudice and without leave to amend, should be entered; and (vii) other actions, if any, to be enjoined or dismissed. The Final Approval Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the Members of the Settlement Class, other than that which may be posted at the Court and on the Court's website. The Court reserves the right to approve the Agreement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the

Class Members.

14. Any potential Settlement Class Member who wishes to exclude himself, herself, or itself from the Settlement Class must submit to the Settlement Administrator a written request for exclusion postmarked not later than 30 days after the Notice is sent. As provided in Section X of the Agreement, requests for exclusion must be signed and include the Settlement Class Member's name and address, and expressly state the desire to be excluded.

15. The Settlement Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to Farmers Direct's Counsel and Class Counsel within 14 days of the deadline for such requests. Any Settlement Class Member who does not timely and validly request to be excluded from the Settlement Class before the deadline waives the right to do so in the future.

16. Any Settlement Class Member who does not submit a timely, written request for exclusion will be bound by all proceedings, orders and judgments in the Action, including the terms of the Agreement, if approved. All members of the Settlement Class who do not timely request exclusion in the manner set forth in the Class Notice and the Agreement shall be bound by any Final Judgment entered pursuant to the Agreement, and shall be barred and enjoined, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties, as defined in the Agreement. Upon entry of a Final Judgment approving the Agreement, all members of the Settlement Class shall be conclusively deemed to have fully and finally released all the Released Parties from any and all Released Claims.

17. Settlement Class Members who do not file a timely request for exclusion, may file an objection to contest the Agreement, in accordance with Section XI, Objection Procedures of the Agreement. Any such notice of intent to object and/or intervene must be: (a) filed with the

Clerk of the Court not later than (forty-five (45)) days after the Notice Date), and (b) sent by first-class mail and postmarked by that date to:

US District Court
District of New Mexico
Pete V. Domenici U.S. Courthouse
333 Lomas Blvd NW, Suite 270
Albuquerque, NM 87102;

Kedar Bhasker
LAW OFFICE OF KEDAR BHASKER, LLC
2741 Indian School Rd. NE
Albuquerque, NM 87106; and

Steve Hulsman
Nicole G. True
WOMBLE BOND DICKINSON (US) LLP
201 East Washington Street Suite 1200
Phoenix, AZ 85004

18. As further provided in Section XI of the Agreement, to be valid, an objection must state: (a) the objector's full name, address, telephone number, and e-mail address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation).

19. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the

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

20. Any Settlement Class Member who fails to object or seek to intervene in accordance with this Order will be deemed to have waived the right to object or intervene and shall be barred from raising their objections to the Agreement or Final Judgment in this or any other proceeding, including in an appeal.

21. Plaintiff's 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 Agreement shall be filed on or before _____ [10 days] before the date set by this Order for the Final Approval Hearing].

22. Class Counsel and/or Farmers Direct's Counsel may file and serve a written response to any objection not later than five days before the Final Approval Hearing. Objections to the Agreement 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.

23. Pursuant to the stipulation of Class Counsel, the Court preliminarily orders that they, and their firms, shall not represent, encourage, solicit or substantively assist, in any way whatsoever, any person in requesting exclusion from the Settlement Class. Similarly, Class Counsel, as well as all other counsel of record for the Plaintiff, and their respective firms, shall not

represent, encourage, solicit or substantively assist, in any way whatsoever, any person who requests exclusion from the Settlement Class, in any subsequent litigation that person may enter into with any Released Parties regarding the Released Claims or any related claims, pending final determination of whether the Agreement should be approved. This prohibition will not apply if the Agreement does not become final and effective.

24. The Court further preliminarily finds that neither Farmers Direct, the Released Parties, Farmers Direct's Counsel, nor Class Counsel, shall be responsible in any way for any attorneys' lien(s) or medical lien(s) submitted for any of the Settlement Class Members, nor shall any such liens be created by any of the efforts of the Parties to effectuate any of the terms of the Agreement.

25. Upon entry of this 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 Agreement or to comply with or effectuate the terms of this Agreement or Federal Rule of Civil Procedure 23.

26. Pending final determination of whether the Agreement should be approved, Plaintiff and all Settlement Class Members are preliminarily enjoined from bringing any new action, including without limitation, a new alleged class action, or attempting to amend an existing action, against Farmers Direct or any of the other Released Parties, to assert any claims that would be released pursuant to the Agreement. This includes, but is not limited to, (a) any and all claims that arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the Complaint filed in the Action; (b) any and all claims disputing the value of UM/UIM coverage or premiums based on 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 claim readjustment process provided for in this Agreement, including, but not limited to, any claims that Farmers Direct readjusted, determined, or paid a Valid Claim for Claim Readjustment Payment improperly, in bad faith, or in violation of any statute, regulation, or other applicable law. Plaintiff and all Settlement Class Members are further enjoined from proceeding with any pending action which asserts against any of the Released Parties any claims, including putative class claims, arising out of or related to the claims and allegations asserted in the Action or that would otherwise fall within the scope of the Released Claims, as defined in the Agreement.

27. If final approval of the Agreement is not obtained or the events set forth in the Agreement are not satisfied, this preliminary certification order, any final certification of a Settlement Class, and Final Judgment approving the Agreement shall be vacated *ab initio*.

28. Upon motion of any party, the Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

29. If any deadline in this order falls on a non-business day, then the deadline is extended until the next business day.

IT IS SO ORDERED

Dated: _____, 2026

James O. Browning
Senior United States District Judge

EXHIBIT G

Vega v. Metropolitan Direct Property and Casualty Insurance Company,
Case No. D-202-CV-2021-01096

Neutral Evaluation on Appeal

TO REQUEST A NEUTRAL EVALUATION ON APPEAL BY A NEUTRAL EVALUATOR OF THE SETTLEMENT ADMINISTRATOR'S NOTICE OF DETERMINATION OF YOUR CLAIM FOR UIM SETTLEMENT BENEFITS, THIS FORM MUST BE POSTMARKED WITHIN 30 DAYS FROM THE DATE ON WHICH YOUR NOTICE OF DETERMINATION WAS POSTMARKED OR EMAILED TO YOU. PLEASE MAIL THIS FORM TO:

**c/o Epiq Settlement Administration
 P.O. Box XXXXX
 , XXXXX-XXXX**

YOU MAY INSTEAD EMAIL THIS FORM TO XXXXXXXXXX@XXXX.COM, BUT THE EMAIL MUST BE SENT WITHIN 30 DAYS FROM THE DATE ON WHICH YOUR NOTICE OF DETERMINATION WAS POSTMARKED OR EMAILED TO YOU. Requesting a neutral evaluation requires that you not cash any check that you may have been issued in this settlement. Cashing your check before completion of the neutral evaluation process will terminate the neutral evaluation.

All information listed below is required. We will use this information to contact you and process your appeal. It will not be used for any other purpose. If any of the following information changes, you must promptly notify the Settlement Administrator using the contact section of the Settlement Website or by writing to the address above.

1. NAME:	First <input type="text"/>	Middle Initial <input type="text"/>	Last <input type="text"/>
2. MAILING ADDRESS:	Street Address <input type="text"/>		
	Street Address 2 <input type="text"/>		
	City <input type="text"/>		
	State <input type="text"/>		
	Zip <input type="text"/> - <input type="text"/>		
3. PHONE NUMBER:	<input type="text"/> - <input type="text"/> - <input type="text"/>		

