

Exhibit D

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

Notice of Class Action Settlement

*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 a class action lawsuit brought against:

**Progressive Preferred Insurance Company,
Progressive Classic Insurance Company,
Progressive Casualty Insurance Company,
Progressive Direct Insurance Company,
Progressive Advanced Insurance Company,
Progressive Specialty Insurance Company, and
Progressive Northern Insurance Company**

(collectively with the Released Parties defined in the Settlement Agreement, “Progressive”) relating to allegations that Progressive violated New Mexico law by misrepresenting underinsured motorist (“UIM”) coverage and applying an offset due to the insurance coverage limits of third parties responsible for injuries or property damage (the “Lawsuit” or the “Litigation”).

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

- This Settlement establishes a process for certain individuals involved in automobile accidents that may have been caused, in whole or in part, by an underinsured driver to submit claims and **potentially receive a money payment**. This is true even if you:
 - (1) are no longer insured with Progressive;
 - (2) were not the named insured, but instead a passenger in, or an authorized driver of, a vehicle covered by Progressive;
 - (3) previously made a claim; or
 - (4) have never made a claim.
- For every Settlement Class Member who submits a claim, the Settlement entitles eligible Settlement Class Members to payment of additional uninsured/underinsured motorists UIM bodily injury and/or property damage benefits or a return of 18% of the premiums that were collected for UM/UIM bodily injury benefits.
- Progressive denies all allegations of wrongdoing and liability.

Questions? Go to www.xxxxxx.com or call xxx-xxx-xxxx

- This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

The Plaintiffs asserted claims for: (1) negligence, (2) violations of New Mexico's Unfair Trade Practices Act, (3) violations of the New Mexico Unfair Insurance Practices Act, (4) policy reformation, (5) breach of the implied duty of good faith and fair dealing, (6) unjust enrichment, (7) negligent misrepresentation, (8) declaratory judgment, and (9) injunctive relief. Progressive denies all of the claims and says it did not do anything wrong. The lawsuit is titled *Diane Martinez, et al. v. Progressive Preferred Ins. Co., et al.*, United States District Court for the District of New Mexico, Case No. 19-CV-00004-JHR-SCY.

You are a "Settlement Class Member" if you were mailed or emailed a Notice of Settlement by the Settlement Administrator. The Settlement provides the following settlement benefits to Settlement Class Members:

- Progressive will readjust certain wrongful death claims for Settlement Class Members who suffered a fatality reported to Progressive between May 8, 2014 and March 22, 2022, without the need to file a claim (the "Automatic Payments"). This benefit is valued at approximately \$25,000 per class member or may be more if you purchased more than minimum limits coverage or have stacked benefits.
- **Settlement Class Members not eligible for the above benefit, must file a claim to receive payment under one of two options:**

OPTION 1 – BODILY INJURY AND/OR PROPERTY DAMAGE CLAIM

- If you believe you made or could have made a UIM claim to Progressive between January 1, 2004 and March 22, 2022 for an automobile accident and/or property damage that was subject to an offset in coverage due to the insurance coverage limits of a third party responsible for your injuries and/or property damage, then you can submit a settlement claim to have your claim readjusted or to make a new claim. This benefit is valued at approximately **\$25,000** per class member for bodily injuries, or may be more if you purchased more than minimum limits coverage or have stacked benefits. The property damage value is the amount on your applicable declaration pages. Progressive will process claims made under Option 1 through its ordinary claims process.

OPTION 2 – RETURN OF PREMIUMS - If you are a Progressive policyholder class member not eligible under Option 1, you may make a claim for a refund of **18% of all premium** paid for Uninsured/Underinsured Motorist ("UM/UIM") benefits between January 1, 2004 and March 22, 2022. The amount of your benefit will be based on the amount of UM/UIM premium paid to Progressive during the class period. Benefits under Option 2 are subject to a \$2,500,000 aggregate cap for all valid claims. If the value of aggregate, valid claims made exceed \$2,500,000, Settlement Class Members who submit valid claims under this Option 2, shall be paid a pro rata share of \$2,500,000.

UIM Claim Re-Adjustment Progressive will process all Automatic Payments and Option 1 settlement claims received through its claims department. All Automatic Payments and Option 1 settlement claims shall be adjusted expeditiously, as they would be in the ordinary course of business. You must submit

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

all reasonable, required supplemental documentation concerning your UIM claim in order to obtain any additional UIM benefit payment.

This Notice may affect your rights. Please read it carefully.

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

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	<p>The only way to get Settlement benefits under Options 1 and 2 is to submit a claim form to the Settlement Administrator.</p> <p>If you do submit a claim form under Option 1, you may be contacted by Progressive concerning your claim. Progressive may request additional documentation concerning your UIM claim.</p> <p>You must submit all reasonable, required supplemental documentation concerning your UIM claim in order to obtain any additional UIM benefit payment.</p>	MONTH DD, 2022
EXCLUDE YOURSELF	<p>Get no Settlement benefits.</p> <p>Keep your right to file your own lawsuit against Progressive about the legal claims in this case.</p>	MONTH DD, 2022
OBJECT	<p>Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.</p> <p>You may still file a Claim Form.</p>	MONTH DD, 2022
DO NOTHING	<p>Get no Settlement benefits. Be bound by the Settlement.</p>	

The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

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Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

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BASIC INFORMATION

1. Why is this Notice being provided?

A United States District Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

Federal Judge Jerry H. Ritter of the United States District Court for the District of New Mexico is overseeing this class action. The case is known as *Diane Martinez, et al. v. Progressive Preferred Ins. Co., et al.*, United States District Court for the District of New Mexico, Case No. 19-CV-00004-JHR-SCY. The persons who filed this Lawsuit are called the “Plaintiffs” or “Class Representatives” and the companies they sued, Progressive Preferred Insurance Company, Progressive Classic Insurance Company, Progressive Casualty Insurance Company, Progressive Direct Insurance Company, Progressive Advanced Insurance Company, Progressive Specialty Insurance Company, and Progressive Northern Insurance Company, are called “Progressive” or the “Defendants.”

2. What is this lawsuit about?

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

Plaintiffs allege that Progressive violated New Mexico law by misrepresenting underinsured motorist (“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 “Lawsuit”). The Plaintiffs asserted a variety of claims: (1) negligence, (2) violations of New Mexico’s Unfair Trade Practices Act, (3) violations of New Mexico’s Unfair Insurance Practices Act, (4) policy reformation, (5) breach of the implied duty of good faith and fair dealing, (6) unjust enrichment, (7) negligence misrepresentation, (8) declaratory judgment, and (9) injunctive relief.

Progressive 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. Progressive denies these and all other claims made in the Litigation. By entering into the Settlement, Progressive is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

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 the Settlement Class.

The proposed Class Representatives in this case are the Plaintiffs: Diane Martinez and Erin Martin.

4. Why is there a Settlement?

Plaintiffs and Progressive do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of Plaintiffs or Progressive. Instead, Plaintiffs and Progressive have agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Progressive.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you received a Notice of Settlement. If the Settlement Administrator mailed or emailed you a notification, you are a Settlement Class Member.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: 1) any claimant who has separately filed suit against Progressive up to the Notice Date, the subject of which suit includes the reduction or denial of benefits on the basis of the offset described in Section 2 above; 2) any individual who has settled a claim for benefits reduced or denied on the basis of the offset described in Section 2 above, whose claim was adjusted or readjusted without applying the offset described in Section 2 above, and signed a final release prior to the Notice Date; 3) any claimant for whom, at claimant’s request, Progressive has already re-adjusted a claim for benefits reduced or denied on the basis of the offset described in Section 2 above prior to the Notice Date; 4) the Judge(s) presiding over this Action; and 5) Progressive and any employee of Progressive.

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

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

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

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides the following settlement benefits to Settlement Class Members:

- Progressive will readjust certain wrongful death claims for Settlement Class Members who suffered a fatality reported to Progressive between May 8, 2014 and March 22, 2022, without the need to file a claim (the “Automatic Payments”). This benefit is valued at approximately \$25,000 per class member or may be more if you purchased more than minimum limits coverage or have stacked benefits. The Settlement Administrator will contact these Settlement Class Members’ representatives to obtain required tax forms.
- **Settlement Class Members not eligible for the above benefit, must file a claim to receive payment under one of two options:**

OPTION 1 – BODILY INJURY AND/OR PROPERTY DAMAGE CLAIM

- If you believe you made or could have made a UIM claim to Progressive between January 1, 2004 and March 22, 2022 for an automobile accident and/or property damage that was subject to an offset in coverage due to the insurance coverage limits of a third party responsible for your injuries and/or property damage, then you can submit a settlement claim to have your claim readjusted or to make a new claim. This benefit is valued at approximately **\$25,000** per class member for bodily injuries, or may be more if you purchased more than minimum limits coverage or have stacked benefits. The property damage value is the amount on your applicable declaration pages. Progressive will process claims made under Option 1 through its ordinary claims process.

OPTION 2 – RETURN OF PREMIUMS - If you are a Progressive policyholder class member not eligible under Option 1, you may make a claim for a refund of **18% of all premium** paid for Uninsured/Underinsured Motorist (“UM/UIM”) benefits between January 1, 2004 and March 22, 2022. The amount of your benefit will be based on the amount of UM/UIM premium paid to Progressive during the class period. Benefits under Option 2 are subject to a \$2,500,000 aggregate cap for all valid claims. If the value of aggregate, valid claims made exceed \$2,500,000, Settlement Class Members who submit valid claims under this Option 2, shall be paid a pro rata share of \$2,500,000.

UIM Claim Re-Adjustment and Appeal Process. Progressive will process all Automatic Payments and Option 1 Settlement Claims received through its claims department. All Automatic Payments and Option 1 Settlement Claims shall be adjusted expeditiously, as they would be in the ordinary course of business. You must submit all reasonable, required supplemental documentation concerning your UIM claim in order to obtain any additional UIM benefit payment.

If you have made a claim under Option 1, Progressive shall send you a Notice of Determination, which shall set forth (i) the amounts (if any) of the Settlement Class Payment to be paid; (ii) where not

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

otherwise obvious, a brief explanation of the calculation and basis for the determination of those amounts; and (iii) if any claims or dollar amounts are rejected, a brief explanation of the reasons for the rejection.

If you disagree with Progressive's Notice of Determination, you may appeal to a court-appointed neutral Referee by mailing a demand for a Neutral Evaluation on Appeal to the Settlement Administrator at:

SETTLEMENT ADMINISTRATOR ADDRESS

The Neutral Evaluation on Appeal form is available at www.XXXX.com. With your demand, you must provide a check made out to XXXXXX for \$XXX to cover your portion of the Referee's fee. Should you not prevail in your appeal, you may be required to pay an additional \$XXX to the Referee. Your demand must be post-marked within 30 days from the date on which the Notice of Determination was postmarked or email.

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

Unless you exclude yourself, 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 Progressive and Released Parties about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

The Settlement Agreement, in Section VI and Paragraph 10, 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.XXXXX.com or in the public court records on file in this Lawsuit. For questions regarding Releases and what they mean, you can also contact one of the lawyers listed in Question XX for free, or you can, talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for Settlement benefits?

Settlement Class Members entitled to Automatic Payments do not need to make a claim to have their claim readjusted. However, they must submit the required tax documentation, available online at www.XXXXXX. If this tax documentation is not postmarked or submitted online by the Effective Date of the Settlement as defined in the Settlement Agreement, those Settlement Class Members will waive their right to automatic payments. These Settlement Class Members may submit their tax documentation online at www.XXXXXX or mail it to the address below.

To receive benefits under Options 1 or 2, you must complete and submit a valid Claim Form to the Settlement Administrator, postmarked or submitted online on or before **Month Day, 2022**. Claim Forms may be submitted online at www.XXXXX, or printed from the website and mailed to the Settlement Administrator at the address on the form. You must submit the required tax documentation, available online at www.XXXXX, with your Claim Form to receive benefits under Option 1. 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

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

ADDRESS

ADDRESS

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-xxx-XXXX or by writing to:

Claims Administrator

ADDRESS

ADDRESS

13. When will I receive my Settlement benefits?

If you make a Valid Claim, payment will be provided by the Settlement Administrator or Progressive 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 which benefit you may receive, whether you are required to submit additional documentation to Progressive, and whether you appeal a determination under Option 1. Automatic Payments and payments under Option 2 will be paid within 60 days after the Settlement becomes final. Payment dates under Option 1 vary, but many Valid Claims should be paid within 180 days of the date the Settlement becomes final.

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Kedar Bhasker of Bhasker Law (2741 Indian School Rd. NE, Albuquerque, NM 87106), Corbin Hildebrandt of Corbin Hildebrandt P.C. (2741 Indian School Rd. NE, Albuquerque, NM 87106), and Geoffrey Romero of Law Offices of Geoffrey R. Romero (4801 All Saints Rd. NW Ste. A, Albuquerque, NM 87120) as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

15. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees not to exceed \$2,500,000 to be paid by Progressive. They will also ask the Court to approve a \$10,000 service award to each of the two named Plaintiffs for participating in this Litigation and for their effort in achieving the Settlement. Plaintiffs also shall have their own UIM claims readjusted \$25,000 each (equivalent to what they would receive under Option 1) by Progressive as part of the Settlement. If awarded by the Court, Progressive will pay fees, costs, expenses, and incentive awards directly. The Court may award less than these amounts.

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

Class Counsel’s application for attorneys’ fees, expenses, and service awards will be made available on the Settlement Website at www.XXXXX.com before the deadline for you to comment or object to the Settlement.

OPTING-OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Progressive or the Released Parties on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

16. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail written notice of a request for exclusion. The written notice must state that you want to be excluded from the Settlement in *Diane Martinez, et al. v. Progressive Preferred Ins. Co., et al.*, United States District Court for the District of New Mexico, Case No. 19-CV-00004-JHR-SCY. The written notice must be signed and clearly state that you wish to be excluded from the Settlement Class.

The exclusion request must be **postmarked** and sent to Progressive’s counsel and Class Counsel at the following addresses by **Month Day, 2022**:

CLASS COUNSEL	PROGRESSIVE’S COUNSEL
Kedar Bhasker BHASKER LAW 2741 Indian School Rd. NE Albuquerque, NM 87106	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, CO 80202

You cannot exclude yourself by telephone or by email.

17. 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 part of the Settlement. You can only get Settlement benefits if you stay in the Settlement and, submit a valid Claim Form if requesting benefits under Options 1 or 2.

18. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants and Released Parties for the claims this Settlement resolves relating to the Litigation. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or 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 file timely written notice as provided below no later than **Month Day, 2022**, stating you object to the Settlement in *Diane Martinez, et al. v. Progressive Preferred Ins. Co., et al.*, United States District Court for the District of New Mexico, Case No. 19-CV-00004-JHR-SCY.

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 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 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.

To be timely, written notice of an objection in the appropriate form containing the case name and docket number (*Diane Martinez, et al. v. Progressive Preferred Ins. Co., et al.*, United States District Court for the District of New Mexico, Case No. 19-CV-00004-JHR-SCY) must be filed with the Clerk of the Court (address below) and mailed to the following:

COURT	CLASS COUNSEL	PROGRESSIVE’S COUNSEL
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 Corbin Hildebrandt CORBIN HILDEBRANDT, P.C. 2741 Indian School Rd. NE Albuquerque, NM 87106 Geoffrey Romero LAW OFFICERS OF GEOFFREY ROMERO 4801 All Saints Rd. Albuquerque, NM 87120	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, CO 80202

Any Settlement Class member who fails to comply with the requirements for objecting in Section VIII of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

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 Litigation.

20. What is the difference between objecting and asking to be excluded?

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 exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **Month Day, 2022, at X:XX a.m.** before Judge Jerry H. Ritter, United States District Court, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd NW, Suite 670, 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 Plaintiffs. 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 and time of the Final Fairness Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at www.XXXX.com.

22. 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 or mail your written objection on time the Court will consider it.

23. 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 in this Litigation and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this Litigation, you must follow all of the procedures for objecting to the Settlement listed in Section 19 above – and specifically include a statement whether you and your counsel will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits unless you are entitled to Automatic Payments. You will give up rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or any of the Released Parties about

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX

the legal issues in this Litigation that are released by the Settlement Agreement relating to the Litigation.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXX.com, by calling 1-XXX-xxx-XXXX or by writing to:

Settlement Administrator
ADDRESS
ADDRESS

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.XXXX.com or call 1-XXX-XXX-XXXX