

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

**Patricia Lucero, *individually and on behalf of
other similarly situated individuals,***

Plaintiff,

vs.

No. 19-cv-00311-WJ-JMR

Nationwide Mutual Insurance Company, *et al.*

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement, dated November 19, 2025, is made and entered into by and among Plaintiff Patricia Lucero (“Plaintiff” or “Class Representative”) and Defendants Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company, (together with the Released Parties, “Nationwide”) (collectively, with Plaintiff, the “Parties”). The Settlement is intended to fully resolve the above-captioned class action lawsuit, subject to the approval of the Court and the terms and conditions set forth in this settlement.

I. RECITALS/BACKGROUND

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

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

2. In 2014, Plaintiff was offered and elected to purchase UM/UIM coverage from Titan Indemnity Company at the state-minimum limits of \$25,000 per-person/\$50,000 per occurrence.

3. In 2015, one of the Nationwide Defendants renewed the policy.

4. On January 2, 2015, Plaintiff was a passenger in a motor vehicle and was injured in a motor vehicle accident caused by the underinsured driver of the vehicle. After the collision, Plaintiff made a claim with the tortfeasor's insurer and received \$25,000, the full extent of liability coverage under the tortfeasor's policy. Plaintiff then made a claim for underinsured motorist benefits with Nationwide under her policy. Nationwide denied the claim because the third party was not an "underinsured driver" because of the *Schmick* offset.

5. On February 6, 2019, Plaintiff filed suit against Nationwide in the Second Judicial District in the State of New Mexico, County of Bernalillo. Nationwide timely removed the case to United States District Court for the District of New Mexico.

6. Plaintiff claims that the UIM portion of her UM/UIM coverage was "illusory", without value, or misleading by virtue of Nationwide's application of the *Schmick* offset, and claimed that Nationwide failed to adequately inform her about the limitations of UIM coverage due to the *Schmick* offset, which resulted in Nationwide's denial of her UIM bodily injury claim. Plaintiff asserted the following claims against Nationwide in the Class Action Complaint filed February 6, 2019: (1) negligence; (2) violations of New Mexico's Unfair

Trade Practices Act; (3) violations of New Mexico’s Unfair Insurance Practices Act; (4) reformation of insurance policy; (5) breach of the covenant of good faith and fair dealing; (6) unjust enrichment; (7) negligent misrepresentation; and (8) declaratory judgment and injunctive relief. Plaintiff also sought compensatory damages, treble damages, costs and expenses, and attorney’s fees.

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

8. Following *Crutcher*, in March 2022, Nationwide instituted revised UM/UIM selection forms and policy jackets incorporating the necessary disclosure and exclusion required by *Crutcher*.

9. On June 6, 2025, the Parties, through nationally recognized class action and

insurance mediator Michael Ungar, engaged in good faith, arm's-length settlement negotiations, agreeing on the key terms of the Settlement. To further settlement discussions, Nationwide provided Plaintiff with certain data, including the aggregate UM/UIM coverage premiums earned by Nationwide, and UM/UIM claims data.

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

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

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by the Class Representative, individually and on behalf of the Settlement Class, and Nationwide that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

II. DEFINITIONS

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

a. “Action” means *Patricia Lucero, individually and on behalf of other similarly situated individuals v. Nationwide Mutual Insurance Company, et. al.*, United States District Court for the District of New Mexico, Case No. 19-cv-00311.

b. “Agreement,” “Settlement Agreement,” or “Settlement” means this Settlement Agreement, Exhibits, and the settlement terms embodied herein.

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

d. “Claim Form” means the document, which will be available on the Settlement Website for electronic completion or available to receive by mail for a mailed submission, that certain Offset Subclass Members must submit to potentially receive an Offset Subclass Payment, as set forth in and subject to the provisions of this Agreement. A copy of the Claim Form is attached hereto as Exhibit A.

e. “Claimant” means an Offset Subclass Class Member who makes a Claim for benefits under this Settlement Agreement.

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

g. “Class Counsel” means Kedar Bhasker of Law Offices of Kedar Bhasker, Corbin Hildebrandt of Corbin Hildebrandt P.C., and Geoffrey Romero of Romero, Harada & Winters, LLC.

h. “Class Period” means October 1, 2010 – March 31, 2022.

i. “Class Representative” means the Plaintiff, Patricia Lucero.

j. “Complaint” means the Class Action Complaint filed by Plaintiff on February 6, 2019, in the Second Judicial District Court, Bernalillo County, New Mexico, which form the basis of the Action, and any amendments or proposed amendments thereto.

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

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

m. “Defendants” means Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company.

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

o. “Direct Premium Refund Payments” means the payments as defined in Paragraph VII, below.

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

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

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

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

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

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

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

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

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

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

t. “Nationwide” means any or all of the following Defendants: Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company.

u. “Nationwide’s Counsel” means Baker & Hostetler, LLP and Allen Law Firm, LLC.

v. “Neutral Evaluation on Appeal” means the neutral Referee’s resolution of an Offset Subclass Member’s appeal of a Notice of Determination.

w. “Non-Profit *Cy Pres* Recipient” means Equal Access to Justice. subject to the Court’s approval.

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

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

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

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

bb. “Neutral Evaluation on Appeal” means an appeal by an Offset Subclass Settlement Class Member of a Notice of Determination.

cc. “Offset Subclass” or “Offset Subclass Members” means those Class Members who submitted a claim for underinsured motorist coverage benefits for a Motor Vehicle accident occurring between October 10, 2010 and March 31, 2022 and whose underinsured motorist benefits were offset by amounts paid by the insurer of the person liable for the Motor Vehicle accident.

dd. “Offset Subclass Payments” means payments to be made to Offset Subclass Members, as described in Section V below.

ee. “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.

ff. “Parties” means Plaintiff Patricia Lucero (“Plaintiff” or “Class Representative”) and Defendants Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company.

gg. “Plaintiff” means the Plaintiff in this action, Patricia Lucero.

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

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

jj. “Released Claims” means any and all past, present, or future, claims, rights, demands, charges, complaints, causes of action, liabilities, and damages of any and every kind and nature that either has been asserted, was asserted, or could have been asserted, by any of the Releasing Parties against any of the Released Parties in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body, regardless of whether they are known or unknown, accrued or unaccrued, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, direct or derivative, class or individual, asserted or unasserted, arising out of, or related or connected in any way with, the claims and causes of action of every kind and description that were or could have been brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, including, without limitation, (a) any and all claims that arise out of the alleged facts, circumstances, and occurrences underlying the allegations set forth in the Complaints filed in the Action; (b) any and all claims disputing the value of UM/UIM coverage or premiums based on or relating to the the *Schmick* offset or New Mexico being a “gap theory” state with respect to the payment of UIM benefits; (c) any and all claims related to or arising out of UIM benefits being reduced or denied due to a *Schmick* offset; (d) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/UIM claims; and (e) any and all claims arising from or relating 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.

kk. “Released Parties” or “Released Party” means Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company, and each of their respective past and present parent companies, subsidiaries, affiliates, related entities, 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, 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 Actions.

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

mm. “Service Award” means any Court ordered payment to Plaintiff for serving as Class Representative, which is in addition to any payment due to Plaintiff as a Settlement Class Member.

nn. “Settlement Administrator” shall mean Epiq Class Action & Claims

Solutions, Inc., subject to Court approval.

oo. “Settlement Class,” means and includes all Nationwide policyholders and insureds between October 1, 2010 and March 31, 2022, who:

- i. purchased or otherwise paid a premium for a New Mexico insurance policy that included UM/UIM coverage, and/or
- ii. made a claim for UIM benefits after October 1, 2010, under a New Mexico insurance policy that did not include the disclosure and exclusion required by *Crutcher* and had benefits reduced or denied due to a *Schmick* offset.

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

1. All Nationwide policyholders who paid a premium for a New Mexico insurance policy that included UM/UIM coverage at any time between October 1, 2010 and March 31, 2022; and
2. All individuals who made a UIM claim to Nationwide between October 1, 2010 and March 31, 2022 under a New Mexico auto insurance policy.

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

pp. “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.

qq. “Settlement Fund” means the sum of Two Million Six Hundred and Fifty Thousand Dollars (\$2,650,000.00) to be paid by or on behalf of Nationwide as specified in Section IV. The Settlement Fund is the limit and extent of the monetary obligations of Nationwide, 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.

rr. “Settlement Website” means the website that the Settlement Administrator will establish as a means for the Settlement Class to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, access to a downloadable printable Claim Form, Motion for Preliminary Approval, Preliminary Approval Order, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website and the Settlement Website shall remain online for 180 days following the Effective Date. The Settlement Website shall not include any advertising and shall not bear or include the Defendants’ logo or Defendants’ trademarks. Ownership of the Settlement Website URL shall be transferred to Defendants within 10 days of the date on which operation of the Settlement Website ceases.

ss. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Nationwide 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.

tt. “Unclaimed Funds” means the value of checks not cashed or funds that were otherwise not claimed by Settlement Class Members for Direct Premium Refund Payments and/or Offset Subclass Payments.

III. CERTIFICATION OF THE SETTLEMENT CLASS

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

IV. SETTLEMENT FUND

1. **Establishment of Settlement Fund.** Within fourteen (14) days of the latter of the entry of Preliminary Approval Order or the creation of an account established and administered by the Settlement Administrator for purposes of receiving the Settlement Fund, Nationwide shall deposit or cause to be deposited an amount equal to the Settlement Administrator’s expected costs into the account established and administered by the Settlement Administrator; the Settlement Administrator shall provide Nationwide the amount of such expected costs upon its creation of the account that it will administer. Then, within thirty (30) days of the Court’s entry of a Final Order and Judgment, Nationwide shall deposit or cause to be deposited an amount equal to the difference between \$2,650,000.00 and the amount Nationwide deposited or caused to be deposited into the account established and

administered by the Settlement Administrator such that the total amount Nationwide will have deposited into the account is \$2,650,000.00.

2. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Final Order and Judgment, all rights of Nationwide 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 Nationwide within ten (10) days any amounts remaining in the Settlement Fund, less any expenses the Settlement Administrator has already incurred pursuant to the Settlement Agreement, which the Settlement Administrator shall be entitled to retain.

3. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Nationwide and Nationwide’s Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the

Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

4. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated.

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

6. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the

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

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

1. **Offset Subclass Claim Payments.** Nationwide will provide to Class Counsel and the Settlement Administrator a spreadsheet reflecting all New Mexico Underinsured Motorist Claims submitted during the Class Period. Offset Subclass Members who make a Valid Claim for payment will be entitled to one (1) payment of \$25,000.00. The total amount of the Settlement Fund to be made available for Offset Subclass Payments shall be \$890,000.00. If the number of valid Offset Subclass claims exceeds \$890,000.00, Offset Subclass Payments will be reduced pro rata. If the total amount paid to Offset Subclass members is less than the total amount made available for Offset Subclass Payments, any remaining amounts will be added to the Direct Premium Refund Fund. To be a Valid Claim, the Offset Subclass Member must have been in an accident between October 1, 2010 and March 31, 2022 and submitted a claim to Nationwide for underinsured motorist coverage.

2. **Direct Premium Refund Payments.** Those Settlement Class Members who purchased a policy with or paid a premium for UM/UIIM coverage between October 1, 2010

and March 31, 2022 and who do not make a Valid Claim for an Offset Subclass Payment, shall be directly paid a pro rata share of the Direct Premium Refund Fund (the “Direct Premium Refund Payment”). For those Settlement Class Members entitled to a Direct Premium Refund Payment, each such Class Member’s pro rata share of the Direct Premium Refund Fund shall be based on the total UM/UIM premiums paid by such persons between October 1, 2010 and March 31, 2022 (*i.e.*, aggregate amount of UM/UIM premium paid by an eligible Settlement Class Member/the total Direct Premium Refund Fund = pro rata percentage of Direct Premium Refund Fund).

VI. NOTICE PROGRAM

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

2. **Sending the Notice:** Within 45 days after the entry of the Preliminary Approval Order, the Class Notice, in one of the two forms substantially similar to those attached hereto as Exhibit A, C and D, shall be emailed to each Settlement Class Member’s last known email address. If Nationwide 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 C, by the first class mail to those Settlement Class Members’ last known address. The last known address shall be determined from information reasonably available in Nationwide’s files, which will be run by the Settlement Administrator through the United States Postal Service’s national change of address database prior to mailing by the Settlement Administrator. For those Settlement Class Members who make a Valid Claim for Claim Readjustment Payment, the Settlement Administrator shall offer various options to receive a Settlement Class Payment (*e.g.* check, Paypal, Venmo) should Nationwide and/or the Referee determine that such Class

Member is entitled to a Claim Readjustment Payment.

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

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

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

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

7. **Toll Free Hotline and Website:** The Settlement Administrator will establish a toll-free telephone number with a live operator, which any Settlement Class Member may call to receive the Agreement, Class Notice and a Claim Form, as well as all information included on the Settlement Website. The Settlement Website shall contain information about this Agreement, including printable copies of the Agreement, the Notice, and the Claim Form, which shall be maintained by the Settlement Administrator. This Settlement Website shall also contain a list of Frequently Asked Questions to give further information regarding this

Agreement. The toll-free number and Settlement Website referred to herein will be established and operational by a date no later than the date the Class Notice is initially e-mailed and mailed and the Settlement Website shall remain online for 180 days following the Effective Date.

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

VII. ADMINISTRATION OF CLAIMS

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

2. Process for Valid Claims for Offset Subclass Payments.

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

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

Claim and provide notice of such denial to the claimant in the form of Notice of Determination.

c. Within thirty (30) days of Effective Date, the Settlement Administrator shall advise, in writing, all Offset Subclass members who submit a Claim of its claims determination (hereafter referred to as the “Notice of Determination”), which shall set forth: (i) the amount (if any) of the Offset Subclass Payment to be paid; (ii) the reason for denial of the Claim if it is denied; and (iii) the process and deadline for Appealing the Notice of Determination as set forth in Section B, below.

d. If an Offset Subclass Member is due a Payment, a payment by check will be included with the Notice of Determination.

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

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

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

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

on Appeal in writing similar to the form to be provided with the Notice of Determination and Appeal attached hereto as Exhibit E and F (hereafter referred to as the “Neutral Evaluation on Appeal”), along with a payment of a Fifty Dollar (\$50.00) appeal fee. The Fifty Dollar (\$50.00) appeal fee shall be refunded to the Claimant if the Referee determines the appeal in the Claimant’s favor. If the Referee does not determine the appeal in the Claimant’s favor, the Fifty Dollar (\$50.00) appeal fee shall be applied towards the costs of the Neutral Evaluation on Appeal, which costs shall otherwise be borne entirely by Settlement Fund.

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

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

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

4. Payment of Direct Premium Refund Payments.

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

b. All Direct Premium Refund Payments will be processed by the Settlement Administrator based on Nationwide’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 Premium Refund Payment.

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

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

5. General Payment Provisions.

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

b. Once the time to cash all initially issued settlement checks and any re-issued settlement checks has passed, the Settlement Administrator shall determine the aggregate amount of Unclaimed Funds—*i.e.*, the net amount of uncashed checks and any other unclaimed amounts in the Settlement Fund (the "Aggregate Remainder"). The Settlement Administrator shall distribute the Aggregate Remainder in the Settlement Fund to the Non-Profit *Cy Pres* Recipient, subject to the restrictions in Paragraph 30 below.

c. In the event the estimated Notice and Administrative Expenses to effectuate payment of the Direct Premium Refund Payments (as contemplated in paragraph VII.4 and Definition "o," above) are lower than the actual Notice and Administrative Expenses incurred to effectuate the Direct Premium Refund Payments, the remaining funds shall be added to the Aggregate Remainder; however, in the event the Notice and Administrative

Expenses necessary to effectuate the Direct Premium Refund Payments exceed the estimate provided by the Settlement Administrator, those excess fees shall be deducted from the Aggregate Remainder prior to any disbursement to the Non-Profit *Cy Pres* Recipient

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

e. The Claims 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.

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

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

6. Claim Status Reports.

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

VIII. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

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

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

IX. RELEASES

1. Upon the Effective Date, and without any further action, in consideration of the Settlement benefits described herein, (a) Plaintiff's claims and Complaints against Nationwide 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 Nationwide and all other Released Parties from any and all Released Claims from October 1, 2010 through the Effective Date.

2. Upon entry of the Final Order and Judgment, Plaintiff and 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 to any proceeding subject to the releases herein.

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

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

X. OPT-OUT PROCEDURES

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

2. In order to validly be excluded from the Settlement, the potential Settlement Class Member must send a letter that says he or she wants to be excluded from the Settlement in *Patricia Lucero, individually and on behalf of other similarly situated individuals, v. Nationwide Mutual Insurance Company, et. al.*, United States District Court for the District of New Mexico, Case No. 19-cv-00311, to the Settlement Administrator at the address identified in the Notice and include his or her name, address, and signature within forty-five (45) days after the Notice Date, or any different date set by the Court in the Preliminary Approval Order.

3. The Settlement Administrator shall provide Class Counsel and Nationwide's Counsel with a list of all valid opt-outs within 14 days of the deadline described in Paragraph 43. 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.

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

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

6. Nationwide shall have the right to terminate the Settlement if more than 200 persons opt out of the Settlement Class. If Nationwide chooses to exercise this provision, the case will resume as if the Settlement never took place.

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

XI. OBJECTION PROCEDURES

1. The Notice will inform the Settlement Class Members that they may send in a written objection in this Settlement. To be valid, an objection must state: (a) the objector's full

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

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

3. The long form notice substantially in the form of Exhibit A hereto will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the United States District Court for the District of New Mexico, no later than forty-five (45) days after the Notice Date, or any different date set by the Court in the Preliminary Approval Order. The long form notice will inform Settlement Class Members that they must **mail** a copy of their objection to the

following three different places postmarked no later than the date set by the Court and outlined in the Notice:

COURT	CLASS COUNSEL	NATIONWIDE'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	Rodger L. Eckelberry BAKER & HOSTETLER LLP 200 S. Civic Center Dr. Suite 1200 Columbus, Ohio 43215

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

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

REPRESENTATIVE

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

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

3. At least 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 Incentive Award will be paid to Plaintiff from the Settlement Fund.

4. Payment of these fees discussed in this sub-section that the Court awards, if any, shall be due thirty (30) calendar days after the Effective Date, and shall be paid by the Settlement Administrator from the Settlement Fund. Nationwide shall have no liability whatsoever for the payment to any person or entity of any fees or other amounts other than the \$2,650,000.00 Settlement Fund.

5. 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. Nationwide shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XIII. PRELIMINARY APPROVAL AND FINAL APPROVAL OF SETTLEMENT

1. As soon as practicable after the execution of the Settlement Agreement, or other date ordered by the Court, Class Counsel shall submit this Settlement Agreement to the

Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to 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, which includes a notice to be individually mailed.

2. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court for a Final Order and Judgment approving of this Settlement, to be issued following the Final Fairness hearing. Such Motion for Final Order and Judgment shall be filed within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline, and at least ninety (90) days after Nationwide 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.

3. Class Counsel and Nationwide'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 the entry of the Final Order and Judgment.

XIV. TERMINATION

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

XV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

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

XVI. INCAPACITATED AND DECEASED SETTLEMENT CLASS MEMBERS

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

XVII. PROVISION FOR MEDICAL OR ATTORNEYS' LIENS

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

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

XVIII. CAFA NOTICE REQUIREMENTS

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

XIX. MISCELLANEOUS PROVISIONS

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

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

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

Plaintiff and the Settlement Class Members.

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

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

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

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

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

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

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

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

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

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

14. **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 Defendants' Counsel. The Parties and their counsel agree not to make any

public statements, including statements to the media, which are inconsistent with the Settlement Agreement. Any communications to the public or the media made by or on behalf of the Parties and their respective counsel regarding the class action settlement will be made in good faith and will be consistent with the Parties' agreement to take all actions reasonably necessary for preliminary and final approval of this class action settlement. Any information contained in such communications will be balanced, fair, accurate, and consistent with the content of the Notice. Neither the Parties nor their respective counsel shall make any false or misleading statements regarding this class action settlement. Nothing herein is intended or will be interpreted to inhibit or interfere with the ability of Class Counsel or Defendants' Counsel to communicate with the Court, their clients, or Settlement Class Members and/or their counsel.

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

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

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

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

By: /s/ Kedar Bhasker

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Approved as to form and content by counsel for Nationwide:

By: /s/ Rodger L. Eckelberry

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Attorneys for Nationwide

EXHIBIT A

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

Patricia Lucero, individually and on behalf of other similarly situated individuals,

v. Nationwide Mutual Insurance Company, et al.

Case No. 19-cv-00311-WJ-JMR

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in the case *Patricia Lucero, individually and on behalf of other similarly situated individuals, v. Nationwide Mutual Insurance Company, et al.*, Case No. 19-cv-00311-WJ-JMR, entitling some insureds who had an underinsured motorist claim reduced or “offset” by the amount paid by the at-fault driver in an accident between October 1, 2010 through March 31, 2022 to a supplemental payment, and others who purchased UM/UIM coverage between those dates to receive a partial refund of their premium. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

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

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Call 1-###-###-#### toll free or visit [Call 1-###-###-####](#) for more information.

What Is a Class Action?

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

What Is this Class Action About?

Plaintiff alleges that Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company (collectively referred to as “Nationwide”) breached their automobile insurance policy contracts, were negligent, unjustly enriched, breached the duty of good faith and fair dealing, and violated New Mexico’s Unfair

Trade Practices Act by failing to properly advise Plaintiff and other New Mexico insureds that any amounts payable on an underinsured motorist claim are required by law to be reduced, or “offset”, by amounts the insured received from the insurer of the driver who was at fault for the auto accident. Defendants maintains that they complied with the terms of the automobile insurance policies and applicable law and deny that they acted wrongfully or unlawfully and continue to deny all material allegations.

Settlement Terms

As a part of the Settlement, the Nationwide Defendants have agreed, upon Court approval, to pay Two Million Six Hundred and Fifty Thousand Dollars (\$2,650,000.00) into a Settlement Fund that will:

1. 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 between October 1, 2010 through March 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 \$890,000.00. If the number of valid Offset Subclass claims exceeds \$890,000.00, Offset Subclass Payments will be reduced pro rata. ;
2. Pay all other Settlement Class Members who purchased UM/UIM motorist coverage between October 1, 2010 through March 31, 2022, a partial premium refund. The amount of the refund will be determined by the amount the Settlement Class Member paid in UM/UIM premiums during the Class Period, the cost of administering the Settlement Fund, the amount approved by the Court to pay Plaintiff’s attorneys’ fees, costs, and Incentive Compensation to the Plaintiff, and the amount remaining, if any, of the portion of the Settlement Fund designated for payments to Offset Settlement Class Members;
3. Pay for the costs of administering the Settlement Fund; and
4. Pay Class Counsel Fees and a Service Award to Plaintiff and court-awarded costs from the Settlement Fund, with all amounts to be approved by the Court.

In exchange, Plaintiff and the Settlement Class Members who do not exclude themselves from the Settlement agree to give up any claim they have for (a) any and all claims disputing the value of UM/UIM coverage or premiums based on or relating to the *Schmick* offset or New Mexico being a “gap theory” state with respect to the payment of UIM benefits; (b) any and all claims related to or arising out of UIM benefits being reduced or denied due to a *Schmick* offset; (c) any and all claims for penalties arising from or relating to late payment, non-payment, or underpayment of benefits for UM/UIM claims; and (d) any and all claims arising from or relating to the charging of premiums for Uninsured and Underinsured Motorist insurance coverage. If you are a member of the Settlement Class, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible

QUESTIONS? CALL [REDACTED] TOLL-FREE, OR VISIT [www.\[REDACTED\].com](http://www.[REDACTED].com),

for payment, and you maintain your right to sue Defendants individually and separately. You may also be subject to the terms of the Settlement, if you comply with the requirements set forth below.

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

You are a member of the Settlement Class against Defendants if you either: 1) had an *underinsured* motorist claim reduced or “offset” by the amount paid by the at-fault driver in an accident between October 1, 2010 through March 31, 2022, or 2) purchased a New Mexico automobile insurance policy containing UM/UIM motorist coverage between October 1, 2010 through March 31, 2022.

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

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

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

You may submit a Claim Form for payment of \$25,000.00, if you submitted an *underinsured* motorist coverage claim October 1, 2010 through March 31, 2022 that was reduced, or “offset,” by the amount you received from the insurer of the at-fault driver. **NOTE**, if the driver of the vehicle that was at-fault in the accident had *no* liability insurance, then you had an *uninsured* motorist coverage claim, not an *underinsured* motorist claim, and you are not eligible for payment under this option. You can submit a claim by signing the Claim Form and putting the Claim Form in the mail. You can call **1-800-XXX-XXXX** or visit www.██████████.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

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

All claims will be verified by referencing the Nationwide Defendants’ business records. Only valid claims will be paid. Knowingly submitting a false claim is a violation of federal law.

Option 2. **Do Nothing.**

If you do not submit a claim related to an accident during the class period, but you purchased a New Mexico automobile insurance policy with UM/UIM coverage during that period, you will automatically receive a check in the mail. The amount of that check will be based upon a portion of the total UM/UIM premiums you paid during the period, the number of class members, and the amount of the Settlement Fund available after paying claims under Option 1, attorneys’ fees, Incentive Award, and costs of Settlement Administration.

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

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before ██████ as described

below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue any of Defendants separately in another lawsuit if you choose to pursue one.

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

Lucero v. Nationwide Mutual Insurance Company, et al.

c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before [REDACTED].

Your request for exclusion must contain the following:

1. The name of the Action (Lucero v. Nationwide Mutual Insurance Company, et al.);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. Your signature.

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

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF [REDACTED], YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

Option 3: 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 may file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

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

Lucero v. Nationwide Mutual Insurance Company, et al., PO BOX 0000
City, State, Zip Code

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

1. The name of the case and case number;
2. Your name, address, telephone number, email address (if any) and signature;
3. The specific reasons why you object to the terms of the Proposed Settlement;
4. A written statement of all grounds for objection, accompanied by any legal support you care to submit;
5. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement;
6. A list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
7. A statement confirming whether the you and/or your attorney intends to personally appear and/or testify at the Final Fairness Hearing; and
8. Your signature, or the signature of any attorney representing you.

Notices of Intent to object must be postmarked by [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.

Who Is Representing the Class?

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

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

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

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

Class Counsel will file an application for attorneys' fees of no more than \$_____ and costs of no more than \$_____, subject to approval by the Court.

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

What Claim(s) Against Defendants Are Class Members Releasing?

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

How Do I Find Out More About This Lawsuit?

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

This www._____.com website provides:

1. The process for requesting a Claim Form or blank form;

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

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

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

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

DATED: _____ ##, 2026

6. PAYMENT OPTIONS

Please select **one** of the following payment options:

PayPal – Enter your PayPal email address: _____

Venmo – Enter the mobile number associated with your account: _____

Zelle – Enter the mobile number associated with your account:

Mobile Number: _____ or Email Address: _____

Physical Check – Payment will be provided to the address provided above.

Sign and Date Your Claim Form

Signature:

Dated:

Print Name:

MAIL YOUR CLAIM FORM OR SUBMIT YOUR CLAIM FORM ONLINE.

The claim form must be:

Postmarked by [DATE] and mailed to Epiq Settlement Administration at the address provided above

OR

Submitted through the Settlement Website by midnight on [DATE].

EXHIBIT B

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

Patricia Lucero, *individually and on
behalf of other similarly situated individuals,*

Plaintiff,

vs.

No. 19-cv-00311-WJ-JMR

Nationwide Mutual Insurance Company, et al.

Defendants,

**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 November 19, 2025 (the “Agreement”) in the above-captioned actions (the “Actions”) have moved for an order granting preliminary approval of the class settlement of the Actions upon the terms and conditions in the Agreement (the “Settlement”). 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 Patricia Lucero, individually and as representative of the Settlement Class, and Defendants Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Nationwide Insurance Company of America, Nationwide Assurance Company, Nationwide Mutual Fire

Insurance Company, Titan Indemnity Company, and Victoria Fire and Casualty Company (together with the Released Parties, “Nationwide”) (together with the other Released Parties defined in Section II, Paragraph kk of the Agreement, “Nationwide” or “Defendants”).

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 Settlement only:

- All Nationwide policyholders and insureds between October 1, 2010 – March 31, 2022, who:
 - i. purchased or otherwise paid a premium for a New Mexico insurance policy that included UM/UIM coverage; and/or
 - ii. made a claim for UIM benefits after October 1, 2010, under a New Mexico insurance policy that did not include the disclosure and exclusion required by *Crutcher* and had benefits reduced or denied due to a *Schmick* offset.

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

4. The Court expressly reserves the right to determine, should the occasion arise, whether the Actions may be certified as class actions for purposes other than settlement, and Defendants retain all rights to assert that the Actions may not be certified as class actions 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 Settlement resulted from extensive arm's-length negotiations; (ii) the Settlement was concluded after counsel for all Parties had conducted adequate investigation; and (iii) the Settlement 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 Settlement 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 Settlement 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 Settlement, 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 Settlement 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 Settlement and are undertaken on the condition that the certification and designations may be vacated, at the discretion of the Defendants, 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 Defendants 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) Defendants and the other Released Parties shall retain the right to object to the maintenance of the Actions and/or any other case on any grounds; and (iv) the Actions 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 Settlement and its preliminary approval is not to be deemed an admission of liability or fault by Defendants or by any of the Released Parties, or a finding of the validity of any claims asserted in the Actions, or of any wrongdoing or of any violation of law by Defendants or any of the Released Parties, or an admission by Defendants or the other Released Parties as to the certifiability of a litigation class in the Actions, 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 Settlement, 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 Defendants or any of the Released Parties or a finding of the validity of any claims asserted in the Actions 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 Defendants, at their sole discretion, stipulate to the admission of such evidence.

Notwithstanding the foregoing, any of the Defendants or 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, C, and D 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, whether or not the Agreement obtains final approval or is otherwise terminated, shall 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 Actions, 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 a Offset Claim 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 Settlement 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 Settlement 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 Settlement 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 VI, Paragraphs 1 through 8 of the Agreement, requests for exclusion must be signed and include the Settlement Class Member's name, address, and telephone number, and expressly state the desire to be excluded.

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 Defense Counsel and Class Counsel as requested. 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 Actions, including the terms of the Settlement, 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 Settlement, all members of the Settlement Class shall be conclusively deemed to have fully and finally released all of 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 Settlement, 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 (thirty (30)) 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

Rodger L. Eckelberry
BAKER & HOSTETLER LLP
200 S. Civic Center Dr., Suite 1200
Columbus, Ohio 43215

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

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 Settlement should be approved. This prohibition will not apply if the Settlement does not become final and effective.

24. The Court further preliminarily finds that neither Defendants, the Released Parties, Defense 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 Settlement Agreement.

25. Upon entry of this Order, all proceedings in the Actions shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Settlement 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 Settlement 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 Defendants or any of the other Released Parties, to assert any claims that would be released pursuant to the Settlement. 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 Complaints filed in the Actions; (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 Loya 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 Actions or that would otherwise fall within the scope of the Released Claims, as defined in the Agreement.

27. If final approval of the Settlement 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 Settlement 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: _____, 2025

William P. Johnson
Senior United States District Judge

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 Nationwide Mutual Insurance Company in New Mexico

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

Patricia Lucero v. Nationwide Mutual Insurance Company, et. al. Case No. 19cv-311-WJ-JMR

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in the case *Patricia Lucero v. Nationwide Mutual Insurance Company, et. al.* Case No. 19-cv-311-WJ-JMR, entitling some insureds to a cash payment who had an underinsured motorist claim reduced or “offset” by the amount paid by the at-fault driver in an accident between **October 1, 2010 – March 31, 2022**, and others who purchased UM/UIM coverage between those dates to receive a partial refund of their premium. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

YOUR OPTIONS:

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form for payment of \$25,000, if you submitted an *underinsured* motorist coverage claim **J October 1, 2010 and March 31, 2022** that was reduced, or “offset,” by the amount you received from the insurer of the at-fault driver. **NOTE**, if the driver of the vehicle that was at-fault in the accident had *no* liability insurance, then you had an *uninsured* motorist coverage claim, not an *underinsured* motorist claim, and you are not eligible for a payment under this option. You can submit a claim by signing the Claim Form and putting the Claim Form in the mail. You can call 1-800-XXX-XXXX or visit www. [redacted].com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

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

All claims will be verified by referencing the Nationwide Defendants’ business records. Only valid claims will be paid. Knowingly submitting an invalid claim is a violation of federal law.

Option 2. Do Nothing.

If you do not submit a claim related to an accident during the class period, but you purchased a New Mexico automobile insurance policy with UM/UIM coverage during that period, you will automatically receive a check in the mail. The amount of that check will be based upon a portion of the total UM/UIM premiums you paid during the period, the number of class members, and the amount of the Settlement Fund available after paying claims under Option 1, attorneys’ fees, Incentive Award, and costs of Settlement Administration.

Option 3. Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before [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 any of Defendants separately in another lawsuit if you choose to pursue one.

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 [redacted] 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, costs, and expenses not to exceed \$_____ and an incentive award of \$_____ for the Class Representatives. 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



United States District Court for the District of New Mexico
Patricia Lucero v. Nationwide Mutual Insurance Company, et. al.
Case No. 19-cv-311-WJ-JMR



Example QR Code.
Replace this with case
specific QR Code.



Class Action Notice

Authorized by the U.S. District Court

Did you have an automobile insurance policy with or were insured by Nationwide between October 1, 2010 – March 31, 2022 that included UM/UIM coverage?

There is a \$2,650,000.00 settlement of a lawsuit.

You may be entitled to money.

To be part of this settlement, you can respond by [date].

You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue [defendant] about the same issues.
- If you have questions or need assistance, please call [phone number]
- You can learn more at [\[website\]](#) or by scanning the QR code.

Court-Approved Legal Notice

This is an important notice
about a class action lawsuit.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

EXHIBIT E

Patricia Lucero v. Nationwide Mutual Insurance Company, et. al.

Case No. 19-cv-311-WJ-JMR

NOTICE OF DETERMINATION

NAME: _____
ADDRESS: _____

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

Nationwide 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

Patricia Lucero v. Nationwide Mutual Insurance Company, et. al
Case No. 19-cv-311-WJ-JMR

Neutral Evaluation on Appeal

TO REQUEST A NEUTRAL EVALUATION ON APPEAL BY A NEUTRAL EVALUATOR OF NATIONWIDE'S NOTICE OF DETERMINATION OF YOUR CLAIM FOR 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, ALONG WITH PAYMENT OF THE \$50 APPEAL FEE. THE APPEAL FEE MAY BE PAID VIA CASH OR CHECK, WITH CHECKS MADE PAYABLE TO EPIQ SETTLEMENT ADMINISTRATION.

PLEASE MAIL THIS FORM AND PAYMENT OF THE \$50 APPEAL FEE TO:

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

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. The \$50.00 appeal fee shall be refunded to you if the Neutral Evaluation on Appeal is resolved in your favor. If the Neutral Evaluation on Appeal is not resolved in your favor, the \$50.00 appeal fee shall be applied towards the costs of the Neutral Evaluation on Appeal, and will not be refunded.

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	Middle Initial	Last
	<input type="text"/>	<input type="text"/>	<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"/>	

