

United States District Court for the
District of New Mexico



*Frank Apodaca, personal representative of the Estate
of Yvonne Apodaca v. Young America Insurance
Company, Case No. 18-cv-00399 KK/JMR*

*Thomas Swiech v. Loya Insurance Company,
Case No. 25-cv-00047 KK/JMR*

Notice of Class Action Settlement Involving Certain Insureds Who Purchased Uninsured/Underinsured Motorist (UM/UIM) Coverage from or Made a Claim for Underinsured Motorist (UIM) Benefits with Young America Insurance Company or Loya Insurance Company

- The United States District Court for the District of New Mexico has authorized this Notice. This is not a solicitation from a lawyer.
- A Settlement has been reached in the above-referenced class actions against Young America Insurance Company (“YAIC”) and Loya Insurance Company (“LIC”), respectively (collectively, with the Released Parties defined in the Settlement Agreement, “Loya”) relating to allegations that Loya violated New Mexico law by failing to disclose the limitations of or otherwise misrepresenting the value of underinsured motorist (UIM) coverage and applying an offset due to the insurance coverage limits of third parties responsible for bodily injuries or property damage (the “Actions” or “Litigation”).
- This Settlement establishes a process for certain individuals to receive automatic payments and others to make claims for monetary payments. This is true even if you are no longer insured with YAIC or LIC.

You are receiving this Notice because you may be a member of the group of people affected, called the Settlement Class.

This Notice explains the terms of the proposed Settlement; who is a member of the Settlement Class; the benefits available to Settlement Class Members; the rights and options Settlement Class Members have, including how to submit a claim or how you may otherwise receive an automatic payment; how to object to the Settlement; how to exclude yourself from the Settlement; upcoming deadlines; hearing date for the proposed Settlement; and many other details about your legal rights and options in this Settlement.

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

TABLE OF CONTENTS

BASIC INFORMATION	3
1. Why did I get this Notice?.....	3
2. Where can I get additional information about the Settlement?	3
3. What is the significance of capitalized words in this Notice?.....	3
WHO IS INCLUDED IN THE SETTLEMENT?.....	3
4. How do I know if I am part of the Settlement?.....	3
5. Are there exceptions to being included in the Settlement?.....	3
6. What if I am still not sure whether I am part of the Settlement?.....	4
THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY	4
7. What does the Settlement provide?.....	4
8. What am I giving up to receive Settlement benefits or to stay in the Settlement Class?.....	5
9. What are the Released Claims?.....	5
DECIDING WHAT TO DO	5
10. What do I do next?	5
HOW TO GET BENEFITS FROM THE SETTLEMENT	6
11. How do I get a payment if I am a Settlement Class Member?.....	6
12. When will I receive my Settlement benefits?.....	6
THE LAWYERS REPRESENTING YOU.....	7
13. Do I have a lawyer in these lawsuits?	7
14. Do I have to pay the lawyers in this lawsuit?.....	7
OPTING OUT OF THE SETTLEMENT.....	7
15. What if I don't want to be part of this Settlement?.....	7
16. If I opt out, can I still get anything from the Settlement?.....	7
17. How do I opt out?	8
OBJECTING TO THE SETTLEMENT	8
18. How do I tell the Court I disagree with the Settlement?.....	8
19. What is the difference between objecting and opting out?	9
DOING NOTHING.....	9
20. What are the consequences of doing nothing?.....	9
THE FINAL FAIRNESS HEARING	9
21. When and where will the Court decide whether to approve the Settlement?	9
22. Do I have to attend the Final Fairness Hearing?.....	9
23. May I speak at the Final Fairness Hearing?.....	10
KEY RESOURCES	10
24. How do I get more information?	10

BASIC INFORMATION

1. Why did I get this notice?

The Court in the Actions known as *Frank Apodaca, personal representative of the Estate of Yvonne Apodaca v. Young America Insurance Company*, United States District Court for the District of New Mexico, Case No. 18-cv-00399 KK/JMR and *Thomas Swiech v. Loya Insurance Company*, United States District Court for the District of New Mexico, Case No. 25-cv-00047 KK/JMR, authorized this Notice because you have the right to know about a proposed settlement of these class action lawsuits and about all of your rights and options before the Court decides whether to approve the Settlement. This Notice explains the Actions, the Settlement, your legal rights, what benefits are available to you and how to get them, and who may be eligible.

The Actions are pending in the United States District Court for the District of New Mexico before federal Magistrate Judge Kirtan Khalsa, who entered an Order preliminarily approving this Settlement on **October 29, 2025**. A Final Fairness Hearing, at which the Court will consider whether the Settlement is fair, reasonable, adequate, in the best interests of the class, and whether to approve it, is scheduled for **March 24, 2026**. For questions about this Settlement or the Actions, do not contact Judge Khalsa or the Clerk of the Court.

2. Where can I get additional information about the Settlement?

This Notice is intended to summarize the Settlement. More details are set forth in a Settlement Agreement. If you want a copy of the Settlement Agreement, or have questions, call 1-877-708-7677 or visit LoyaUIMSettlement.com.

3. What is the significance of capitalized words in this Notice?

The significance of capitalized words in this Notice is that they correspond to terms that are defined in the Settlement Agreement at paragraphs 15.a. through 15.oo. Certain of those defined terms are also set out in this Notice, but for those that are not, you can refer to the Settlement Agreement, which can be obtained by visiting LoyaUIMSettlement.com.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement Class if:

- you were a policyholder of YAIC or LIC between October 1, 2010, and February 28, 2022, who (i) resided in New Mexico, and (ii) purchased or otherwise paid premium to YAIC or LIC for an insurance policy that included UM/UIM coverage; and/or
- you were insured under a YAIC or LIC policy between October 1, 2010, and February 28, 2022, and made a claim to YAIC or LIC for UIM benefits after October 1, 2010, under an insurance policy that included UM/UIM coverage but did not include the disclosure or exclusion required by *Crutcher v. Liberty Mutual Insurance Company*, No. S-1-SC-37478, 501 P.3d 433 (N.M. 2021), and had UIM benefits reduced or denied due to the offset of the insurance coverage limits of a third party responsible for your injuries and/or property damage.

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

Yes. Excluded from the Settlement Class are (1) any claimant who has separately filed suit against YAIC and LIC. up to the Notice Date, the subject of which suit includes the reduction or denial of UIM benefits on the basis of the offset described in Section I.1 of the Settlement Agreement, (2) any individual who has settled a claim for UIM benefits reduced or denied on the basis of the offset described in Section I.1 of the Settlement Agreement whose claim was adjusted or readjusted without applying the offset, and signed a final release prior to the Notice Date, (3) any claimant whom, at the claimant's request, LIC has already readjusted a claim for UIM benefits reduced or denied on the basis of the offset described in Section I.1 of the Settlement Agreement, (4) the Judge(s) presiding over the Lawsuits, and (5) Loya and any employee of LIC or the other Released Parties.

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

If you are still not sure whether you are a Settlement Class Member and part of the Settlement Class, you may go to the Settlement Website at LoyaUIMSettlement.com or call Class Counsel at 1-505-407-2088.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Loya has agreed to create a settlement fund in the amount of \$1,950,000.00 (the “Settlement Fund”). The Settlement Fund will be used to provide the benefits to Settlement Class Members summarized below. It will also be used to pay the costs and attorney fees of Class Counsel approved by the Court, incentive awards to Plaintiffs approved by the Court, and the cost of administering the Settlement.

Summary of Settlement Class Benefits:

- **READJUSTMENT OF BODILY INJURY AND/OR PROPERTY DAMAGE UIM CLAIMS** – If you made a UIM claim to YAIC or LIC after October 1, 2010, for bodily injuries and/or property damage that was subject to an offset in coverage due to the insurance coverage limits of a third party responsible for your injuries and/or property damage, then you can submit a claim to have your UIM claim readjusted. This benefit is subject to an \$800,000 cap for all valid claims for UIM claim readjustment. To be a Valid Claim, you must have been insured under a YAIC or LIC policy sometime between October 1, 2010, and February 28, 2022, that included UIM coverage at the time of the accident or loss, but which policy did not include the disclosure or exclusion required by the New Mexico Supreme Court in *Crutcher v. Liberty Mutual Insurance Company*, No. S-1-SC-37478, 501 P.3d 433 (N.M. 2021).

Loya will process all Valid Claims for a UIM claim readjustment through its ordinary claims process. Making a claim does not guarantee payment. You must submit all reasonable, required supplemental documents concerning your UIM claim to obtain any additional UIM benefit payment. The claim must also otherwise qualify for UIM coverage under the applicable insurance policy. Any Settlement Class Member who submits a Valid Claim is not entitled to duplicate recovery of any monies previously paid by Loya to such person in connection with the accident or loss for which such person is seeking a UIM claim readjustment.

If you make a claim for UIM claim readjustment, Loya will send you a Notice of Determination, which will set forth (i) the amount(s) (if any) of the Settlement Class Payment to be paid, (ii) where not otherwise obvious, a brief explanation of the calculation and basis for the determination of those amounts, and (iii) if any claims or dollar amounts are rejected, a brief explanation of the reasons for the rejection.

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

Swiech & Apodaca v. Loya
Settlement Administrator
P.O. Box 2078
Portland, OR 97208-2078

The Neutral Evaluation on Appeal form is available at LoyaUIMSettlement.com. With your demand, you must provide a check made out to **Apodaca v. Young America QSF and send it to Swiech & Apodaca v. Loya, c/o Disbursements, 10300 SW Allen Blvd., Beaverton, OR 97005** for \$50.00 to cover the Referee’s fee. Your demand must be postmarked within thirty days from the date on which the Notice of Determination was postmarked or emailed. The \$50.00 appeal fee will be refunded to you if the Referee determines the appeal in your favor.

- **RETURN OF UM/UIM PREMIUMS** – If you are a YAIC or LIC policyholder who paid premiums to YAIC or LIC for Uninsured/Underinsured Motorist (UM/UIM) coverage between October 1, 2010, and February 28, 2022, (the “Class Period”), and are not eligible for a UIM claim readjustment, or are eligible for UIM claim readjustment but choose not to make a claim, you are entitled to a refund of a portion of all premiums paid for UM/UIM coverage during the Class Period. The amount of payment will be based on the amount of UM/UIM premiums paid by you during the Class Period and the amount of the Direct Premium Refund Settlement Fund, which will be determined after payment of settlement administration costs, attorney fees, costs and expenses to Class Counsel, incentive fee awards to the Class Representatives, and Valid Claims for UIM claim readjustments.

Settlement Class Members eligible for a return of UM/UIM premiums do **not** have to submit a Claim to receive a premium refund. If the Settlement is approved, the Settlement Administrator will issue a check to your last known address.

If there is any money left in the Settlement Fund after payments of all valid claims for UIM claim readjustment and UM/UIM premium refunds, attorney fees, costs, expenses, incentive awards to Class Representatives, and settlement administration costs, it will be donated to Equal Access for Justice, Inc.

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

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

9. What are the Released Claims?

The Settlement Agreement, in Section III and Paragraphs 15.dd., 15.ee. and 15.ff., describes the Release, Released Claims and the Released Parties in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at LoyaUIMSettlement.com or in the public court records on file in the Lawsuits. For questions regarding Releases and what they mean, you can also contact Class Counsel for free, or you can talk to our own lawyer at your own expense.

DECIDING WHAT TO DO

10. What do I do next?

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

		Deadline
Submit a Claim Form	<p>If you were insured under a LIC or YAIC policy at any time between October 1, 2010, and February 28, 2022, and made a claim to LIC or YAIC for UIM benefits after October 1, 2010, under an insurance policy that included UM/UIM coverage, but did not include the disclosure or exclusion required by <i>Crutcher v. Liberty Mutual Insurance Company</i>, No. S- 1-SC-37478, 501 P.3d 433 (N.M. 2021), and had UIM benefits reduced or denied due to the offset of the insurance coverage limits of a third party responsible for your injuries and/or property damage, the only way to obtain a UIM claim readjustment and potentially receive additional UIM benefits is to submit a claim form to the Settlement Administrator.</p> <p>If you do submit a claim form for a UIM claim readjustment, you may be contacted by Loya concerning your claim. Loya may request additional documentation concerning your UIM claim.</p> <p>You must submit all reasonable, required supplemental documentation concerning your UIM claim to obtain any additional UIM benefit payment.</p> <p>If you submit a claim form for UIM claim readjustment, you will remain in the Settlement Class, be bound by the Settlement, and give up your rights to sue YAIC, LIC, and the other Released Parties for the Released Claims.</p>	March 12, 2026

Do Nothing	<p>If you are YAIC or LIC policyholder who paid premiums to YAIC or LIC for UM/UIM coverage at any point during the Class Period, and are not eligible for a UIM claim readjustment, or are eligible for UIM claim readjustment but choose not to make a claim, you do not have to submit a claim to receive a refund of UM/UIM premiums.</p> <p>You will remain in the Settlement Class, be bound by the Settlement, and give up your rights to sue YAIC, LIC, and the other Released Parties for the Released Claims.</p>	
Exclude Yourself (Opt Out)	<p>Get no Settlement benefits or payment.</p> <p>Keep your right to file your own lawsuit against Fred Loya about the same issues in the Lawsuits.</p>	January 26, 2026
Object	<p>Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.</p> <p>You may still file a Claim Form.</p>	January 26, 2026

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

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I get a payment if I am a Settlement Class Member?

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

If you wish to have your UIM claim readjusted and potentially receive an additional UIM benefit payment, you must complete and submit a valid Claim Form to the Settlement Administrator, postmarked or submitted online on or before **March 12, 2026**. Claim Forms may be submitted online at LoyaUIMSettlement.com or downloaded and printed from the website and mailed to the Settlement Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-877-708-7677 or by writing to:

<p>Swiech & Apodaca v. Loya Settlement Administrator P.O. Box 2078 Portland, OR 97208-2078</p>
--

12. When will I receive my Settlement benefits?

If you make a Valid Claim for a UIM claim readjustment, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final, including the end of any dates to appeal the final approval of the Settlement. The date of payment will vary depending on whether you are required to submit additional documents to Loya and whether you appeal a claim readjustment determination. Though payment dates vary, many Valid Claims should be paid within 180 days of the date the Settlement becomes final. Payments of UM/UIM premium refunds will only be paid after the Settlement is approved by the Court and becomes final, payments of Valid Claims for UIM claim readjustments have been made, and the Settlement Administrator determines the portion of the Settlement Fund available for direct UIM premium refunds.

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in these Lawsuits?

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

Your lawyers: KEDAR BHASKER, 2741 Indian School Rd. NE, Albuquerque, NM 87106, Phone: (505) 407-2088, kedar@bhaskerlaw.com; CORBIN HILDEBRANDT, P.C., 2741 Indian School Rd. NE Albuquerque, NM 87106, Phone: (505) 998-6626, corbin@hildebrandtlawnm.com; Geoffrey Romero, ROMERO, HARADA, WINTERS, LLC, 4801 All Saints Road NW Ste. A, Albuquerque, NM 87120, Phone: (505) 247-3338, geoff@RHWLAWNM.com; Andrea D. Harris, Matthew J. Zamora, VALLE, O'CLEIREACHAIN, ZAMORA & HARRIS, 1805 Rio Grande Blvd. NW, Suite 2, Albuquerque, NM 87104, Phone: (505) 888-4357, adh@vozhlaw.com, mz@vozhlaw.com

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

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

14. Do I have to pay the lawyers in this lawsuit?

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

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the Actions. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$649,935 total in attorneys' fees plus the reimbursement of out-of-pocket expenses and state gross receipt tax of 7.625%.

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

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

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

OPTING OUT OF THE SETTLEMENT

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

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

You cannot exclude yourself by telephone or email.

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

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

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

17. How do I opt out?

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 *Apodaca v. Young America Insurance Company, et al.*, United States District Court for the District of New Mexico, Case No. 18- cv-00399, and *Swiech v. Loya Insurance Company*, United States District Court for the District of New Mexico, Case No. 25-cv-00047, to the Settlement Administrator, Fred Loya's Counsel and Class Counsel to the following addresses:

Swiech & Apodaca v. Loya Settlement Administrator P.O. Box 2078 Portland, OR 97208-2078	Kedar Bhasker Law Office of Kedar Bhasker, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106	Michael E. Mumford Baker Hostetler LLP 127 Public Square Suite 2000 Cleveland, OH 44114
--	---	---

Be sure to include your name, address, telephone number, and signature. The opt-out letter must be postmarked by January 26, 2026.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or the requested attorneys' fees and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses. To object, you must timely file with the Clerk of the United States District Court for the District of New Mexico written notice as provided below no later than **January 26, 2026**, stating you object to the Settlement in *Apodaca v. Young America Insurance Company*, United States District Court for the District of New Mexico, Case No. 18-00399 KK/JMR, and *Swiech v. Loya Insurance Company*, United States District Court for the District of New Mexico, Case No. 25-00047 KK/JMR.

To be valid, an objection must state:

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

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

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

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

Court	Class Counsel	Fred Loya's Counsel
U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd. NW Suite 270 Albuquerque, NM 87102	Kedar Bhasker Law Office of Kedar Bhasker, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106	Michael E. Mumford Baker Hostetler LLP 127 Public Square Suite 2000 Cleveland, OH 44114

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

19. What is the difference between objecting and opting out?

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

DOING NOTHING

20. What are the consequences of doing nothing?

If you do nothing, you will not receive any payment for a UIM claim readjustment and will be bound by the Settlement and its release provisions. If you do nothing and are a policyholder Settlement Class Member entitled to a UM/UIM premium refund, you will receive a partial refund of UM/UIM premiums and will be bound by the Settlement and its release provisions. That means you won't be able to start, continue, or be part of any other lawsuit against LIC, YAIC, or the other Released Parties about the issues in the Actions. A full description of the claims, persons, and entities who will be released if this Settlement is approved can be found at LoyaUIMSettlement.com.

THE FINAL FAIRNESS HEARING

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

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

The Final Approval Hearing shall be held on **March 24, 2026, at 10:30 a.m. MT** at the Pete V. Domenici United States Courthouse, 440 Hondo Courtroom, Fourth Floor, 333 Lomas Boulevard, Northwest, Albuquerque, New Mexico.

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

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

22. Do I have to attend the Final Fairness Hearing?

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

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

23. May I speak at the Final Fairness Hearing?

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

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

KEY RESOURCES

24. How do I get more information?

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

- contact Class Counsel (information below);
- visit the Settlement Website at LoyaUIMSettlement.com;
- call 1-877-708-7677;
- write to the Settlement Administrator (information below); or
- visit the Clerk’s office of the Court (address below). **Please do not telephone the Court or the Court’s Clerk’s office regarding this Notice.**

Resource	Contact Information
Case website	LoyaUIMSettlement.com
Settlement Administrator	Swiech & Apodaca v. Loya Settlement Administrator P.O. Box 2078 Portland, OR 97208-2078 1-877-708-7677
Your Lawyers	Kedar Bhasker Law Office of Kedar Bhasker, LLC 2741 Indian School Rd. NE Albuquerque, NM 87106 505-407-2088
	Corbin Hildebrandt Corbin Hildebrandt, P.C. 2741 Indian School Rd. NE Albuquerque, NM 87106 505-998-6626
	Geoffrey Romero Romero, Harda, Winters, LLC 4801 All Saints Rd. NW Ste. A Albuquerque, NM 87120 505-247-3338
	Andrea D. Harris Matthew J. Zamora Valle, O’Cleireachain, Zamora & Harris 1805 Rio Grande Blvd. NW Ste. 2 Alburquerque, NM 87104 505-888-4357

Court (DO NOT CALL)	U.S. District Court District of New Mexico Pete V. Domenici U.S. Courthouse 333 Lomas Blvd. NW Ste. 270 Albuquerque, NM 87102
----------------------------	--