

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

CARLOS AGUILAR-TAFOYA, and
BRADLEY BREWTON, both individually and
on behalf of other similarly situated individuals,

Plaintiffs,

v.

Case No. 1:23-00247 JB/JMR

THE TRAVELERS INDEMNITY COMPANY,
THE STANDARD FIRE INSURANCE COMPANY,
TRAVELERS CASUALTY AND SURETY COMPANY,
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA,
THE TRAVELERS CASUALTY COMPANY,
TRAVELERS CASUALTY COMPANY OF CONNECTICUT,
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
TRAVELERS INDEMNITY COMPANY OF AMERICA,
TRAVELERS INDEMNITY COMPANY OF CONNECTICUT,
TRAVELERS PERSONAL INSURANCE COMPANY,
TRAVELERS PERSONAL SECURITY INSURANCE COMPANY,
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA,
TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY,
TRAVELERS COMMERCIAL CASUALTY COMPANY, and
TRAVELERS COMMERCIAL INSURANCE COMPANY,

Defendants.

**FINAL ORDER APPROVING SETTLEMENT AND FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE**

The Court preliminarily approved the Class Settlement in this case on March 30, 2026. (Doc. 58). Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement ("Agreement"). Through the Motion For Final Approval of Class Settlement, Fees and Costs, they seek, among other things, that the Court: (1) grant final certification of the settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; (4) grant Plaintiffs' unopposed request for attorneys' fees and costs and (5) enter final judgment for all purposes including res judicata, collateral estoppel, and the class-wide release. For the


7/28/26

reasons stated below, the Motion is granted.

On July 29, 2026, the matter of the Court's final approval of the Agreement submitted on March 30, 2026 (Doc. 58) by the Unopposed Motion for Order (1) Preliminarily Approving Class Settlement, (2) Certifying Class for Settlement Purposes Only, (3) Approving Notice to Class Members, (4) Establishing Opt Out and Objection Procedures, (5) Appointing a Class Administrator, and (6) Setting A Final Hearing Date To Consider Final Approval of the Class Settlement, Attorney's Fees and Expenses, came before the Court for consideration. Appearing on behalf of Plaintiff and the Settlement Class were 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, and Christopher Winters, Romero, Harada, and Winters, LLC, 4801 All Saints Rd., Albuquerque, NM 87120, ("Class Counsel"). Appearing on behalf of Defendants were Steven Levy.

WHEREAS, the Named Plaintiffs, Carlos Aguilar-Tafoya and Bradley Brewton, on behalf of themselves and the proposed Settlement Class, and Defendants, The Travelers Indemnity Company; The Standard Fire Insurance Company; Travelers Casualty and Surety Company; Travelers Casualty Insurance Company of America; The Travelers Casualty Company; Travelers Casualty Company of Connecticut; Travelers Indemnity Company of America; Travelers Indemnity Company of Connecticut; Travelers Personal Insurance Company; Travelers Personal Security Insurance Company; Travelers Property Casualty Company of America; Travelers Property Casualty Insurance Company; Travelers Commercial Casualty Company and Travelers Commercial Insurance Company ("Defendants") individually and on behalf of all other Released

Parties, have executed and filed the Settlement Agreement with the Court on March 30, 2026 (Doc. 58-1); and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on March 30, 2026, entered the Order Preliminarily Approving Settlement, Approving Notice to Settlement Class Members, And Setting Date for Final Fairness and Approval Hearing (“Preliminary Approval Order”), preliminarily approving the proposed Settlement and conditionally certifying these Actions, for settlement purposes only, as a class action; and

WHEREAS, Carlos Aguilar-Tafoya and Bradley Brewton, were approved in the Preliminary Approval Order as the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and then subsequently scheduled a hearing to be held on July 29, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, the Parties have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on July 29, 2026, at which all interested persons were given an opportunity to be heard, and all objections to the settlement, if any, were duly considered. There were no objectors.

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Defendants sold “illusory” or misleading uninsured/underinsured motorists (“UM/UIM”) coverage in New Mexico automobile insurance policies (the “Policies”) by failing to adequately explain the effect of an offset or reduction against UIM coverage of the tortfeasor’s liability coverage pursuant to *Schmick v. State Farm Mutual Automobile Insurance Company*, 1985-NMSC-073, 103 N.M. 216, 704 P.2d 1092.

2. Pursuant to Federal Rule of Civil Procedure 23, this Court certifies, solely for purposes of effectuating the Settlement, the Action as a class action on behalf of the Settlement Class, defined as:

All of Defendants’ policyholders and insureds who (a) were insured under a New Mexico insurance policy that included UM/UIM coverage at any time between January 1, 2015 through August 16, 2022; and (b) as a subclass, all individuals who made a claim for UIM benefits to any Defendants between January 1, 2015 through August 16, 2022 under a New Mexico insurance policy that 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 benefits reduced or denied due to the *Schmick* offset. Excluded from the Class are: (A) any claimant who has separately filed suit against Defendants up to the Notice Date, the subject of which suit includes the reduction or denial of UIM benefits on the basis of the *Schmick* offset, (B) any individual who has settled a claim for benefits reduced or denied on the basis of the *Schmick* offset, whose claim was adjusted or readjusted without applying the *Schmick* offset, or who signed a final release prior to the Notice Date, (C) the Judge(s) presiding over this Action, and (D) any employees of the Released Parties.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment. Moreover, all definitions of terms in the Settlement Agreement are incorporated by reference herein.

4. For purposes of Settlement only, the Named Plaintiffs possess standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, it is not overbroad.

5. For purposes of Settlement only, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendants' UM/UIM coverage was illusory or misleading), and Plaintiff's claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by Fed. R. Civ. P. 23(a) are satisfied as to the Settlement Class for purposes of settlement.

6. For purposes of Settlement only, the Settlement Class is certifiable under Rule 23(b)(3) because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Plaintiff and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. Plaintiffs and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a Final Fairness Hearing was held on July 29, 2026 to determine whether the proposed Settlement of the Actions should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that final approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of these Actions, the Plaintiffs, the Settlement Class Members, Defendants, and the Released Parties. Venue is proper in this Court.

14. This Order incorporates and makes a part hereof: (a) the Agreement, dated January 30, 2026, including the definitions in the Agreement, (b) the Notices attached as Exhibits thereto and the Notices attached as exhibits to the parties Joint Submission at Doc. 31, respectively, and (c) the Court's February 11, 2026, Order Preliminarily Approving Settlement, Approving Notice to Settlement Class Members, and Setting Date for Final Fairness and Approval Hearing.

15. All Settlement Class Members except for the twenty-three (23) Class Members that opted out are bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases. There were no objections to the Settlement.

16. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiffs and are in compliance with due process and federal and New Mexico law, and all provisions and terms of the Settlement are hereby finally approved in all respects.

17. The Court finds that the dissemination of Notice to the Settlement Class Members (a) was implemented in accordance with the Preliminary Approval Order, (b) constituted the best notice practicable under the circumstances, (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Actions; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a fee award and costs; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for a fees award; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e)

(as edited by the Court)
 [Signature]
 7/28/26
as modified by the Court.
 [Signature]
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satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

18. All claims in this Action, as well as the Action itself, are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class and their respective heirs, executors, administrators, partners, agents, and the successors and assigns of each of them, shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claims against any of the Released Parties.

19. As of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties. Plaintiffs, Settlement Class Members, and Releasing Parties are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Parties.

20. The releases, including Released Claims, Released Parties, and Releasing Parties, as set forth in Sections II and XIV of the Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the Effective Date of the Settlement, as provided in the Agreement, that Plaintiff, each and every member of the Settlement Class, and all Releasing Parties shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Agreement or this Order.

21. The fact of the Settlement, the Agreement, and this Final Judgment do not constitute admissions of liability, wrongdoing, or fault by Defendants, or a finding of the validity of any claims in the Actions or of any wrongdoing or violation of law by Defendants, or an admission of the appropriateness of class certification for trial or dispositive motion practice. Nothing related to the Settlement or Agreement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendants or any of the Released Parties in any proceeding. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, 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 Plaintiff or Defendant 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. However, Defendants may use the Agreement or the exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion relating to the Released Claims set out in the Agreement.

22. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other

person seeking to litigate with or against any of the Released Parties over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to, referrals to other counsel) any Opt Out or any form of opt-out class or any other person seeking to litigate with or against any of the Released Parties over any of the Released Claims, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, and without any monetary incentive whatsoever, shall be permitted.

23. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this Action, and hereby makes an Attorneys' Fees and costs in the amount of \$2,100,000.00 (inclusive of New Mexico gross receipts tax), to be paid by Defendants.

24. This Final Judgment is a final order in the Action within the meaning and for the purposes of the Federal Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Plaintiff, Class Representatives and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

25. If the Settlement is terminated as provided in the Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Agreement, and this Order shall be without prejudice to the rights of Plaintiff, Settlement Class Members, and Defendants, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Agreement.

26. The Court hereby enters Final Judgment of dismissal with prejudice.

27. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over these Actions for purposes of:

A. The implementation, enforcement, and performance of the Agreement and the

Settlement

IT IS SO ORDERED.

DATED: 7/29, 2026


JUDGE JAMES O. BROWNING
UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

SUBMITTED BY:

/s/ Kedar Bhasker

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Date: July ____, 2026

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