

**FILED**

UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO

IN THE UNITED STATES DISTRICT COURT

MAR 30 2026

FOR THE DISTRICT OF NEW MEXICO

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

MITCHELL R. ELFERS  
CLERK

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.

**ORDER PRELIMINARILY APPROVING SETTLEMENT AND DIRECTING  
NOTICE TO THE CLASS ~~(PROPOSED)~~**

*[Handwritten signature]*  
3/28/26

The Parties have reached a Settlement in this case. Through an unopposed Motion for Preliminary Approval of Class Settlement, they seek, among other things, that the Court: (1) certify the proposed Class for Settlement purposes; (2) grant preliminary approval of the Settlement Agreement ("Agreement"); (3) direct notice to the Settlement Class; and (4) set a Final Settlement Hearing. For the reasons stated below, the Motion is granted *in part*.

Plaintiffs, Carlos Aguilar-Tafoya and Bradley Brewton, both individually and on behalf of other similarly situated individuals and the proposed Settlement Class, and Defendants, The Travelers Indemnity Company; The Standard Fire Insurance Company; Travelers Casualty and

*[Handwritten signature]*  
3/28/26

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 (collectively with the “Released Parties” defined in the Settlement Agreement, “Travelers”) (collectively, "Defendants") (all capitalized terms herein shall have the same meaning as in the Agreement), all acting by and through their respective counsel, have agreed, subject to Court approval following sending of the Class Notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions in the Agreement, filed with the Court on March 30, 2026; and

The Parties have made an application for preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and with good cause appearing,

IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.
2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Named Plaintiffs, all Settlement Class Members and Defendants.

3. The Court preliminarily approves the Agreement, and preliminarily finds the settlement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by Defendants or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Parties of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Parties, except that Defendants may file this Order in any action that may be brought against them 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 or similar defense or counterclaim relating to the Released Claims set forth in the Agreement.

4. This Court has made a preliminary inquiry into the requirements of The Federal Rules of Civil Procedure. The Court briefly addresses each factor and, for purposes of Settlement, finds that the proposed Settlement Class is suitable for class treatment.

5. For purposes of Settlement, 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 only includes insureds who also suffered redressable harm, so is not overbroad. Thus, for purposes of Settlement, the threshold requirements for class certification — standing, adequate definition, and ascertainability — are satisfied.

6. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether the subject UIM coverage was illusory or misleading), and Plaintiffs' claims are typical of the Settlement Class. In addition, both Plaintiffs and Class Counsel are adequate representatives of the Settlement Class. Thus, the requirements to certify a class prescribed by the Federal Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of Settlement.

7. For purposes of Settlement, the Settlement Class is also certifiable under the Federal Rules of Civil Procedure because, for purposes of preliminarily approving the Settlement Class, common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

8. Defendants maintain all defenses to certification and this Order shall not be used as evidence or be interpreted in any way to be relevant to whether a litigation class should have been certified for class treatment.

9. The Court approves, as to form and content, the Class Notice.

10. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Class Notice before it is mailed to Class Members.

11. The Court finds the Class Notice constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who can be identified through reasonable effort and constitutes valid and sufficient notice to all entitled thereto, complying fully with the requirements of the Federal Rules of Civil Procedure and due process.

12. The Class Notice procedure shall be as set forth below and in the Agreement.

- a) Notice of the pendency of the Action and of the Settlement shall be made pursuant to the terms of the Agreement, including mail notice.

- b) Within sixty (60) days of this Order, the Claims Administrator, shall cause copies of the Class Notice to be sent in accordance with the Agreement, which shall constitute the Initial Notice Date. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise.
- c) The Claims Administrator shall provide further copies of the Class Notice to Class Members upon request. The Court hereby appoints Epiq Systems Inc. as Claims Administrator.
- d) All costs and expenses incurred in providing notice to Settlement Class Members shall be paid by Defendants as set forth in the Agreement.
- e) Neither Defendants, nor Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

13. Consistent with the Agreement, the Court conditionally approves the following Settlement Class: All individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were insured under New Mexico automobile insurance policies issued by Defendants which included UIM coverage. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants' counsel of record in the Action and their resident relatives.

14. If final approval of the Proposed Settlement is not obtained, this certification order, including the above description of the Settlement Class, shall be vacated and of no further force or effect.

15. The Court appoints Carlos Aguilar-Tafoya and Bradley Brewton as Class Representatives, and Kedar Bhasker, Corbin Hildebrandt, Geoffrey R Romero, Andrea Harris and Bryan Williams as Class Counsel.

16. Settlement Class Members who wish to comment on, object to or exclude themselves from the Settlement must do so in accordance with the instructions contained in the Agreement and Class Notice. Exclusion and objection requests must be postmarked no later than 30 days before the Final Settlement Hearing. Anyone who properly submits a request for exclusion shall not be a member of the Settlement Class and shall have no rights with respect to the Settlement. All Settlement Class Members who do not validly request exclusion shall be bound by any final judgment and order of dismissal entered pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting any and all of the Released Claims against any and all of the Released Parties, and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims.

17. A hearing shall be held on July 29, 2026, at 9:00 a.m., before the Honorable James O. Browning, United States District Court for the District of New Mexico, 333 Lomas Blvd NW, Albuquerque, New Mexico 87102, for the purpose of determining: (a) whether the Proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment, granting final approval of the Agreement and dismissing the Action with prejudice should be entered; ~~(c) whether the Class Representatives should receive Class Representative awards and in what amount;~~ (d) whether Class Counsel should receive a fees award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

APB  
2/29/26

18. Plaintiffs' 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 July 14, 2026 [15 days before the date set by this Order for the Final Approval Hearing].

*[Handwritten initials]*  
3/29/26

19. Class Counsel and/or Defense Counsel may file and serve a written response to any objection not later than ten (10) 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.

20. Any Class Member who has not requested to be excluded from the Class may appear and endeavor to show cause, if any, why the Court should or should not: (a) approve the Proposed Settlement as set forth in the Agreement as fair, reasonable and adequate; ~~(b) provide for Class Representative Awards~~; (c) provide for a fee award to Class Counsel; and (d) enter the Final Judgment finally approving the Settlement. Provided, however, that no person shall be heard with respect to, or shall be entitled to contest the foregoing matters unless, no later than 30 days prior to the Final Settlement Hearing, that person has properly filed a Notice of Objection with the Clerk of the Court, and served upon the following:

*[Handwritten initials]*  
3/29/26

*[Handwritten initials]*  
3/29/26

The Court:

Clerk of the Court  
New Mexico District Court,  
Bernalillo County, Second  
Judicial District

For the Class:

Kedar Bhasker  
Law Office of Kedar Bhasker,  
LLC  
2741 Indian School Rd. NE,  
Suite 208  
Albuquerque, NM 87106

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

For Defendants:

Steven M. Levy  
DENTONS US LLP  
233 S. Wacker Dr.  
Suite 5900  
Chicago, IL 60606

Jennifer A. Noya  
Modrall Sperling  
500 Fourth Street NW

Geoffrey R Romero  
ROMERO, HARADA  
& WINTERS, LLC  
4801 All Saints Road, NW  
Albuquerque, NM 87120

Suite 1000  
Albuquerque, NM 87102

Andrea Harris  
Valle, O'Claireachain, Zamora  
and Harris  
1805 Rio Grande Avenue NW #2  
Albuquerque, NM 87104

Bryan Williams  
Williams Injury Law, P.C.  
4801 All Saints Road NW  
Albuquerque, NM 87120

The Notice of Objection, to be valid, must be in writing and contain the following information:

(a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Settlement Hearing; (f) a detailed description of any and all evidence the objector may offer at the Final Settlement Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The notice of intent to object, to be effective, also must be

submitted by the objector or a legally authorized representative on an individual basis and not as part of a group, class or subclass.

21. Unless otherwise ordered by the Court, any Settlement Class Member who does not make his, her, or its objection in the manner provided for herein, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the foregoing matters.

22. The Court may adjourn the Final Settlement Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Settlement at or after the Final Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice and without leave to amend as to Defendants and against the Named Plaintiffs and the Settlement Class Members at or after the Final Settlement Hearing and without further notice to the Settlement Class Members.

23. This Action shall be stayed pending further proceedings in connection with the effectuation of the Proposed Settlement.

24. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Settlement Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any of the Released Parties, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the action.

IT IS SO ORDERED.

DATED: March 30, 2026

*James O. Browning*

Honorable James O. Browning

The Court will not award the Class representatives any incentive awards. There is no evidence that it was difficult for plaintiffs to come forward and sue the Defs. The Class representatives did not sue plaintiffs in any case. If the Plaintiffs' claim that the Class representatives went beyond what plaintiffs do, the Class representatives' payment for services can come out of the class fees.

In the Settlement Agreement, the parties shall delete "(d) paying any incentive award to the Named Plaintiff awarded by the Court up to \$10,000 each, and set forth below" in ¶ 78 on p. 17.

Take "AND Class Representative Fees" in title on p. 18 of the Settlement Agreement.

Delete ¶ 82 on p. 18 of the Settlement Agt.  
Delete ~~¶ 85~~ "or Class Representative Fees" on in ¶ 85 on p. 19 of the Settlement Agreement.

Delete "and the Class Representative awards in ¶ 84(c) on p. 21.  
Delete 4th fl ¶ on p. 9 of the Notes.

In the Feb Order, delete "and Class Representative awards on ¶ 1-2.  
In the Feb Order, p. 11, delete 27.

*[Signature]*  
3/29/26