

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

JOSHUA SMITH, *individually and on  
behalf of other similarly situated individuals,*

Plaintiff,

vs.

No. 1:22-cv-00447-WJ-JMR

INTERINSURANCE EXCHANGE OF THE  
AUTOMOBILE CLUB, aka AAA,

Defendant,

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

The Court preliminarily approved the Class Settlement in this case on December 15, 2025. 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; and (4) grant Plaintiffs’ unopposed request for attorneys’ fees, and the Class Representative incentive awards. For the reasons stated below, the Motions are granted.

On May 11, 2026, the matter of the Court’s final approval of the Agreement submitted on November 18, 2025, by the Amended Unopposed Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, 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, and Andrea Harris, VALLE, O'CLEIREACHAIN, ZAMORA & HARRIS 1805 Rio Grande Blvd. NW, Suite 2 Albuquerque NM, 87104, ("Class Counsel"). Appearing on behalf of Defendant was Meena Allen, 6121 Indian School Road NE, Suite 230 Albuquerque, NM 87110.

WHEREAS, the Named Plaintiff, Joshua Smith as Personal Representative, on behalf of herself and the proposed Settlement Class, and Defendant INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB, aka AAA, have executed and filed the Settlement Agreement with the Court on November 18, 2025; 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 December 15, 2025, entered the Order Preliminarily Approving Settlement, Approving Notice to Settlement Class and Setting Date for Final Fairness and Approval Hearing ("Preliminary Approval Order"), preliminarily approving the proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Joshua Smith, was 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 May 11, 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 May 11, 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 Defendant 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 AAA policyholders and insureds who purchased or otherwise paid a premium for a New Mexico insurance policy that included UM/UIM coverage at any time between January 1, 2010 and May 4, 2022; and all individuals who made a claim for UIM benefits to AAA between January 1, 2010 and May 4, 2022 under a New Mexico 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 benefits reduced or denied due to the *Schmick v. State Farm* offset. Excluded from the Class are: (A) any claimant who has separately filed suit against AAA 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, and (C) the Judge(s) presiding over this Action. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

3. 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.

4. For purposes of Settlement only, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class (including whether Defendant's UM/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 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.

5. 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.

6. The Plaintiff and Defendant have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendant 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.

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

8. 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.

9. Plaintiff and Defendant 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 May 11, 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.

10. 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.

11. 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:

12. The Court possesses jurisdiction over the subject matter of this Action, the Plaintiffs, the Settlement Class Members, Defendant, and the Released Parties. Venue is proper in this Court.

13. This Order incorporates and makes a part hereof: (a) the Agreement, dated November 18, 2025, including the definitions in the Agreement, (b) the Notices attached as Exhibits thereto, respectively, and (c) the Court's December 15, 2025 Order Preliminarily Approving Settlement, Approving Notice to Settlement Class Members, and Setting Date for Final Fairness and Approval Hearing.

14. One (1) Class Member filed a timely and valid request for exclusion. All other Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases. There were no objections to the Settlement.

15. 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 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.

16. 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 Action; (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 and for incentive awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for a fees award and costs and incentive awards to Class Representatives; 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) 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.

17. 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.

18. 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.

19. The releases, including Released Claims, Released Parties, and Releasing Parties, as set forth in Sections II and IX 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.

20. The fact of the Settlement, the Agreement, and this Final Judgment do not constitute admissions of liability, wrongdoing, or fault by Defendant, 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 Defendant 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, Defendant 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.

21. 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.

22. The Court has considered the request for a Class Representative incentive award, and hereby approves and awards the Plaintiff an amount of \$10,000.00, to be paid by the Settlement Fund.

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 award in the amount of \$

1,383,195.00, inclusive of New Mexico gross receipts tax, and costs not to exceed \$5,000.00 to be paid by the Settlement Fund.

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 Defendant on the one hand, and the Plaintiffs, 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 Plaintiffs, Settlement Class Members, and Defendant, 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 Clerk of this Court is directed to enter a judgment of dismissal with prejudice and close this case.

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;
- B. Any suit, action, proceeding or dispute arising out of or relating to the Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties;
- C. The administration, consummation, and enforcement of Agreement;
- D. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and

E. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

/s/  
**WILLIAM P. JOHNSON**  
**SENIOR UNITED STATES DISTRICT JUDGE**  
**DISTRICT OF NEW MEXICO**

SUBMITTED BY:

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

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

Geoffrey Romero  
Nikko Harada  
Christopher Winters  
ROMERO, HARADA, & WINTERS, LLC  
4801 All Saints Rd. NW Ste. A  
Albuquerque, NM 87120  
(505) 247-3338  
geoff@rhwlawnm.com  
nikko@rhwlawnm.com  
chris@rhwlawnm.com

Andrea Harris  
VALLE, O'CLEIREACHAIN, ZAMORA & HARRIS  
1805 Rio Grande Blvd. NW, Suite 2  
Albuquerque NM, 87104

*Counsel for the Plaintiff*

APPROVED BY:

Rodger L. Eckelberry  
Kevin P. Zimmerman  
BAKER & HOSTETLER LLP  
200 S. Civic Center Dr., Suite 1200  
Columbus, Ohio 43215  
Phone: (614) 462-5189  
reckelberry@bakerlaw.com  
kzimmerman@bakerlaw.com

Meena H. Allen  
ALLEN LAW FIRM, LLC  
6121 Indian School Road NE, Suite 230  
Albuquerque, NM 87110  
Phone: (505) 298-9400  
mallen@mallen-law.com

*Attorneys for Defendant*