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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Jesus Caballero,

10 Plaintiff,

11 v.

12 Economy Preferred Insurance Company, et
13 al.,

14 Defendants.

No. CV-22-02023-PHX-MTL

ORDER

15 This matter comes before the Court on Plaintiffs’ Motion for Preliminary Approval
16 of Class Action Settlement with Defendants (“Motion”) (Doc. 108).

17 WHEREAS, Jesus Caballero, Brynley Wilhelm, Richard Luna, and Charles
18 Creasman (“Plaintiffs”), on behalf of themselves and the proposed class (the “Settlement
19 Class” or “Settlement Class Members”), and Economy Preferred Insurance Company
20 (“Economy Preferred”), Farmers Casualty Insurance Company f/k/a Metropolitan
21 Casualty Insurance Company (“Farmers”), Economy Premier Assurance Company
22 (“Economy Premier”), and Farmers Group Property and Casualty Insurance Company f/k/a
23 Metropolitan Group Property and Casualty Insurance Company (“Farmers Group”
24 collectively “Defendants” or the “Farmers Defendants”) have agreed, subject to Court
25 approval following notice to the Class and a hearing, to settle the above-captioned
26 consolidated matter (“Lawsuit”) upon the terms set forth in the Parties’ Settlement
27 Agreement attached as Exhibit 1 to the Plaintiff’s Motion for Preliminary Approval
28 (“Settlement Agreement”);

1 WHEREAS, Plaintiffs have applied for an order granting preliminary approval of
2 the Settlement Agreement and certification of the Settlement Class for settlement purposes
3 under Federal Rule of Civil Procedure 23;

4 WHEREAS, this Court has reviewed and considered the Settlement Agreement
5 entered into among the parties, together with all exhibits thereto, the record in this case,
6 and the Motion and arguments of counsel;

7 WHEREAS, all terms used herein shall have the same meanings and definitions as
8 in the Settlement Agreement;

9 **IT IS HEREBY ORDERED:**

10 1. The Motion (Doc. 108) is granted.

11 2. The Court does hereby preliminarily approve the Parties' Settlement
12 Agreement and the Settlement set forth therein as fair, adequate and reasonable, and in the
13 best interest of the putative class members, subject to further consideration at a final
14 fairness hearing (the "Final Fairness Hearing").

15 3. The Court hereby certifies the following Class for the purposes of settlement
16 (the "Settlement Class"):

17 All persons (a) insured under a policy issued by the Farmers
18 Defendants in Arizona that contained the UM Endorsement or
19 UIM Endorsement and provided UM Coverage or UIM
20 Coverage for more than one motor vehicle; (b) who made a
21 claim for UM Coverage or UIM Coverage; and (c) who (i)
22 received a claim payment equal to the limit of liability for the
23 UM or UIM benefits for one vehicle, or (ii) who were one of
multiple claimants in a claim related to a single incident, where
the aggregate total paid on the claim was equal to the per
incident limit of liability for the UM Coverage or UIM
Coverage for one vehicle, as identified in Exhibit A to the
Settlement Agreement.

24 4. Subject to final approval of the Settlement, the Court finds and concludes for
25 settlement purposes only that the prerequisites to a class action, set forth in Rule 23(a) and
26 (b) of the Federal Rules of Civil Procedure are satisfied in that:

27 a. the Settlement Class is so numerous that joinder of all members is
28 impracticable;

- 1 b. there are questions of law or fact common to the Settlement Class;
- 2 c. Plaintiffs and Class Counsel (as defined below) fairly and adequately
- 3 represent the Settlement Class, and Plaintiffs' interests are aligned with the interests of all
- 4 other members of the Settlement Class;
- 5 d. the Claims of Plaintiffs are typical of those of Settlement Class
- 6 Members;
- 7 e. common issues predominate over any individual issues affecting the
- 8 members of the Settlement Class; and
- 9 f. settlement of the Litigation on a class-action basis is superior to other
- 10 means of resolving this matter.

11 5. The Court designates Jesus Caballero, Brynley Wilhelm, Richard Luna, and

12 Charles Creasman as Class Representatives for the Settlement Class.

13 6. The Court appoints Robert Carey of Hagens Berman Sobol Shapiro LLP as

14 Class Counsel for the Settlement Class.

15 7. The Final Fairness Hearing shall be held before this Court on **June 3, 2025**,

16 at **4:00 PM**, at the United States District Court, Sandra Day O'Connor U.S. Courthouse,

17 located in Courtroom 504, 5th Floor, 401 West Washington Street, Phoenix, AZ, 85003 (a

18 date no sooner than 90 days following completion of the notice being issued pursuant to

19 28 U.S.C. § 1711 *et seq.*), to determine whether to approve certification of the class for

20 settlement purposes; whether the proposed settlement of the Lawsuit on the terms and

21 conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to

22 the Settlement Class and should be approved by the Court; whether a final judgment should

23 be entered herein; whether the proposed plan of distribution should be approved; to

24 determine the amount of fees and expenses that should be awarded to Class Counsel; and

25 to determine the amount of the service award that should be provided to the Class

26 Representative. The Court may adjourn the Final Fairness Hearing without further notice

27 to the members of the Settlement Class.

28 8. The Court approves the proposed Notice, Exhibit 3 to the Motion for

1 Preliminary Approval. The Court further finds that the proposed plan of notice and the
2 proposed content of the notice, meet the requirements of Rule 23 and due process, and are
3 the best notice practicable under the circumstances and shall constitute due and sufficient
4 notice to all persons entitled thereto.

5 9. The Court appoints the firm of Epiq Class Action & Claims Solutions, Inc.,
6 as the Settlement Administrator. Plaintiffs and their designees, including the Settlement
7 Administrator, are authorized to expend funds from the escrow accounts to pay taxes, tax
8 expenses, notice, and administration costs as set forth in the Settlement Agreement. The
9 Court appoints the Settlement Administrator to supervise and administer the notice
10 procedure, as more fully set forth below.

11 10. Beginning no later than 30 days following the Settlement Administrator's
12 receipt of final and approved Settlement Class member contact data (the "Notice Date"),
13 the Settlement Administrator shall begin issuing direct notice by first class U.S. mail to all
14 Settlement Class members for whom there is a valid mailing address, whose mailing
15 addresses can be identified with reasonable effort, or alternatively by email, if mailing
16 addresses are not available, substantially in the form attached as Exhibit 3 to the Motion
17 for Preliminary Approval.

18 11. All members of the Settlement Class shall be bound by all determinations
19 and judgments in the Lawsuit concerning the settlement, whether favorable or unfavorable
20 to the Settlement Class.

21 12. Class Counsel shall file their motion for attorneys' fees, costs, and service
22 awards for Class Representatives, and all supporting documentation and papers, by
23 **March 12, 2025**, or thirty days before the deadline for exclusions and objections.

24 13. Any person who desires to request exclusion from the Settlement Class shall
25 do so within 60 days of the Notice Date. To be excluded from the settlement, the exclusion
26 request must be received by the Settlement Administrator no later than 60 days after the
27 Notice Date. All persons who submit valid and timely requests for exclusion shall have no
28 rights under the Settlement Agreement, shall not share in the distribution of the settlement

1 funds, and shall not be bound by the final judgment relating to the Defendants entered in
2 the litigation.

3 14. Any member of the Settlement Class who has not requested to be excluded
4 may enter an appearance in the litigation, at his or her own expense, individually or through
5 counsel of his or her own choice. If the member does not enter an appearance, he or she
6 will be represented by Class Counsel.

7 15. Any member of the Settlement Class who has not requested to be excluded
8 may appear, object, and show cause, if he or she has any reason, why the proposed
9 settlement should or should not be approved as fair, reasonable, and adequate; why a
10 judgment should or should not be entered thereon; why the plan of distribution should or
11 should not be approved; why attorneys' fees and expenses should or should not be awarded
12 to Class Counsel; or why the service award should or should not be awarded to Class
13 Representatives. All such written objections and supporting papers must be mailed or filed
14 with the Court within 60 days of the Notice Date, with a copy to the Class Counsel, and
15 include:

16 a. The full name, address, telephone number, and email address of
17 (1) the person objecting (the "Objector") and (2) any counsel for an objector;

18 b. The name and number of the case: *Jesus Caballero v. Economy*
19 *Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL (D. Ariz.);

20 c. Whether the objection applies only the Objector, to a specific subset
21 of the Settlement Class, or to the entire Settlement Class; and

22 d. The specific grounds for each objection the Objector is asserting,
23 including a description of the legal authorities and factual basis that support the objection.

24 16. All papers in support of the settlement and responses by Class Counsel
25 regarding objections and exclusions shall be filed by **April 28, 2025**.

26 17. All reasonable expenses incurred in identifying and notifying members of
27 the Settlement Class, as well as administering the Settlement Fund, shall be paid for as set
28 forth in the Settlement Agreement.

1 18. Upon a showing of good cause, the Court may extend any of the deadlines
 2 set forth in this Order without further notice to the Settlement Class.


3 19. All members of the Settlement Class who have not requested to be excluded
 4 are temporarily barred and enjoined from instituting or continuing the prosecution of any
 5 action asserting the claims released in the proposed settlement, until the Court enters final
 6 judgment with respect to the fairness, reasonableness, and adequacy of the settlement.

7 20. Except for proceedings in furtherance of the Settlement Agreement, this
 8 Action is stayed pending further order of the Court.

9 21. The Court hereby sets the following schedule of events:

Event	Deadline
Deadline to provide Settlement Class Data to Settlement Administrator	30 days after entry of this Order
Deadline to mail Notice (“Notice Date”)	60 days after entry of this Order
Deadline for filing Motion for Attorneys’ Fees and Costs	30 days after Notice Date
Deadline for Class Members to object to the Settlement	60 days after Notice Date
Deadline for Class Members to request exclusion from the Settlement	60 days after Notice Date
Deadline to file Motion in Support of Final Approval of Settlement	75 days after Notice Date
Final Fairness Hearing	June 3, 2025 at 4:00 p.m.

23 Dated this 13th day of December, 2024.

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 27 Michael T. Liburdi
 28 United States District Judge