

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

EUGENE SALAZAR,

Plaintiff,

v.

No. D-202-CV-2020-06651

ABQ, INC.,
FJS, LLC, and
U DRIVE ACCEPTANCE CORP, INC.,
d/b/a RIGHT WAY SALES AND LEASING,

Defendants.

**AMENDED
ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT,
APPROVING AND DIRECTING THE ISSUANCE OF CLASS NOTICE,
AND SCHEDULING A FINAL APPROVAL HEARING**

THIS MATTER came before the Court upon the Plaintiff's Unopposed Motion for Preliminary Approval of Settlement Agreement and Approval of Notice. Defendants do not oppose the Motion. The Court has reviewed and considered the briefing submitted by Plaintiff, and for the reasons set forth herein, FINDS:

1. This Court has jurisdiction over the parties and subject matter herein.
2. This lawsuit was filed in 2020, asserting violations of the New Mexico Uniform Commercial Code ("UCC"), NMSA § 55-1-101 *et seq.*, the New Mexico Unfair Practices Act ("UPA"), NMSA § 57-12-1 *et seq.*, and conversion.
3. Plaintiff's claims concern notices sent by Defendants after the repossession of vehicles. Plaintiff alleges that these notices violated the law, preventing consumers from protecting their interests in the repossessed vehicles.

4. Defendants deny that they violated the law and raised legal and factual defenses to Plaintiff's claims.
5. The parties engaged in contested litigation for years before reaching settlement.
6. At the time of settlement, the Court had certified a class consisting of "[a]ll persons who, starting four years prior to the filing of this lawsuit, received the form Notice or similar notice after having their vehicle repossessed subject to a secured loan with Right Way."
7. Plaintiff has conducted extensive investigation of his claims, including identifying all class members and their potential damages, and investigating the likelihood of insurance coverage and payment of a judgment by Defendants.
8. The parties engaged in arms-length negotiations before reaching settlement.
9. The parties agreed to and submitted a written settlement agreement subject to Court approval, along with a proposed notice to class members.
10. The Court has carefully considered the settlement terms, the written agreement and the proposed notice, along with Plaintiff's briefing on preliminary approval.
11. The Court finds that the settlement agreement resulted from arms-length negotiations, and the settlement agreement was concluded after counsel for the parties had conducted adequate investigation.
12. The Court preliminarily finds that the settlement terms are fair, reasonable and adequate and in the best interests of the class, considering possible benefits to the class that could be achieved by further litigation, the length of time this action has been pending and is likely to continue, the expenses of further litigation, the risk and costs of further delay, the complexity of this litigation, and the risk to the class of achieving a less favorable outcome. The Court has

determined that it would be in the best interests of the parties and the ends of justice for this Court to conduct a final approval hearing regarding the proposed settlement.

For these reasons, **IT IS HEREBY ORDERED** as follows:

- A. The Court finds that the settlement agreement is fair, adequate, and reasonable and preliminarily approves it;
- B. The Court hereby approves the form and content of Plaintiff's proposed notice and finds that it satisfies the requirements of Rule 1-023 NMRA and due process;
- C. The notice shall be mailed to class members in accordance with the procedures described in the Unopposed Motion for Preliminary Approval of Settlement Agreement, within 30 days of the entry of this Order;
- D. The Court orders each class member who wishes to exclude himself or herself from the class to file a request to be excluded in writing. The request must contain: (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number; (c) a statement that you want to be excluded from the class and the settlement; and (d) your signature. The request must be filed with the Court and copied to Plaintiff's counsel, postmarked no later than 45 days after mailing;
- E. The Court requires each Class Member who wishes to object to the settlement agreement to submit an objection in writing. Any objection must include (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number; (c) if you plan to appear through counsel, counsel's 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 approval hearing; and (f) your signature. The request must be filed with the Court and copied to Plaintiff's counsel, postmarked no later than 45 days after mailing. The objector must also appear in person at the final approval hearing; and

F. The Court will hold the final approval hearing on **June 26, 2025 at 10:00 a.m.** at the Second Judicial District Court, 400 Lomas Blvd. NW, #520, Albuquerque, NM 87102, to consider the fairness, reasonableness, and adequacy of this Settlement Agreement and whether it should be approved by the District Court. No further individual notice to class members shall be provided of changes in the date of such hearing.

SO ORDERED.



Honorable Elaine P. Lujan

Respectfully Submitted,

/s/Nicholas H. Mattison
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