

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 14-cv-01522-NYW

BERTHA N. ROMERO,

Plaintiff,

v.

ALLSTATE FIRE & CASUALTY INSURANCE COMPANY

Defendant.

---

**SECOND AMENDED FINAL JUDGMENT**

---

Pursuant to Fed. R. Civ. P. 58(a) the following Second Amended Final Judgment is hereby entered.

Commencing on September 21, 2015, this action was tried before a jury of seven duly sworn to try the issues herein with United States Magistrate Judge Nina Y. Wang presiding, and the jury rendered its special verdict:

1. Plaintiff Bertha Romero proved, by a preponderance of evidence, that she suffered the following damages caused by the November 28, 2011 motor vehicle accident: \$23,600 in non-economic losses and injuries; \$47,836.77 in economic losses (past and future); and \$0 in physical impairment;

2. Plaintiff Bertha Romero failed to prove, by a preponderance of the evidence, that Defendant Allstate Fire & Casualty Insurance Company unreasonably delayed in the payment of underinsured motorist benefits; and

3. Plaintiff Bertha Romero failed to prove, by a preponderance of the evidence, that Defendant Allstate Fire & Casualty Insurance Company acted in bad faith in the handling of Ms. Romero's claim.

4. As described in the court's Post-Trial Order entered on September 25, 2015, the Parties reached two stipulations during the pendency of trial, namely that: 1) Plaintiff and Defendant stipulated to the dismissal of the claim for breach of contract; and 2) that Defendant Allstate would pay Plaintiff the amount of underinsured motorist benefits determined by jury, subject to the appropriate offsets made by the court.

Accordingly, IT IS ORDERED that judgment is entered in favor of Defendant Allstate Fire & Casualty Insurance Company and against Plaintiff Bertha N. Romero on Plaintiff's claims as pled in the operative Complaint [#5] for (1) the First Party Statutory Claim Under C.R.S. § 10-3-1116; and (2) common law bad faith.

IT IS FURTHER ORDERED pursuant to the court's Post-Trial Order entered on September 25, 2015, Defendant Allstate Fire & Casualty Insurance Company will pay Plaintiff Bertha Romero the amount of \$21,436.77 within fourteen (14) days of this Second Amended Final Judgment, if such payment has not been made to date.

IT IS FURTHER ORDERED that each Party will bear its own costs and fees associated with this action, consistent with the court's prior judgments [#99, #101], Post-Trial Order [#100], and the court's order disposing of Plaintiff's Amended Motion to Modify Judgment and Defendant's Motion to Alter/Amend the Judgment [#111].

Dated at Denver, Colorado this 8<sup>th</sup> day of February, 2016.


FOR THE COURT:

JEFFREY P. COLWELL, CLERK

s/ Brandy Simmons

Brandy Simmons

Deputy Clerk

 \_\_\_\_\_  
Nina Y. Wang  
United States Magistrate Judge