

1 **IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO**

Court of Appeals of New Mexico

Filed 5/11/2026 7:09 AM

2 **JAMPA HORMITSANG,**

3 Plaintiff-Appellant,



Mark Reynolds

4 v.

No. A-1-CA-42492

5 **THE STANDARD FIRE**
6 **INSURANCE COMPANY,**
7 **a foreign insurance company,**

8 Defendant-Appellee,

9 and

10 **PATRICIA LARNAZA HERNANDEZ,**

11 Defendant.

12 **APPEAL FROM THE DISTRICT COURT OF BERNALILLO COUNTY**

13 **Marie C. Ward, District Court Judge**

14 Stalter Law LLC
15 Kenneth H. Stalter
16 Albuquerque, NM

17 Albuquerque Law Clinic/Morris Law Firm, P.A.
18 Kerry J. Morris
19 Deborah L. Moore
20 Albuquerque, NM

21 for Appellant

22 Modrall, Sperling, Roehl, Harris & Sisk, P.A.
23 Jennifer A. Noya
24 Shannon N. Nairn
25 Albuquerque, NM

26 for Appellee

1 **DISPOSITIONAL ORDER**

2 **DUFFY, Judge.**

3 This matter is before the Court on Plaintiff Jampa Hormitsang’s appeal from
4 the district court’s order granting Defendant The Standard Fire Insurance
5 Company’s motion for judgment on the pleadings. Plaintiff raises four claims of
6 error on appeal. For the reasons that follow, we affirm.

7 1. Plaintiff argues that the driver exclusion endorsement in this case was
8 not substantially similar to the driver exclusion endorsement form set out in NMSA
9 1978, Section 66-5-222 (1998), because Defendant’s form refers to “any auto or
10 trailer” rather than “any motor vehicle insured hereunder.” This Court addressed the
11 same argument in *Moore v. State Farm Mutual Automobile Insurance Co.*, 1994-
12 NMCA-165, ¶¶ 8-10, 119 N.M. 122, 888 P.2d 1004, and concluded that such
13 language is permissible.

14 2. Plaintiff argues that *Moore* has been repealed by implication through
15 subsequent legislative amendments. *Moore*, however, interpreted Section 66-5-222,
16 which remains in force today. *See Moore*, 1994-NMCA-165, ¶¶ 8-10. Based on the
17 limited argument presented in the briefing, we are not persuaded that NMSA 1978,
18 Section 66-5-205.3 (2016), is inconsonant with or impliedly repealed Section 66-5-
19 222, or that it invalidates *Moore*’s interpretation of Section 66-5-222. *See Coal. for*
20 *Clean Affordable Energy v. N.M. Pub. Regul. Comm’n*, 2024-NMSC-016, ¶ 30, 549

1 P.3d 500 (“[R]epeals by implication are not favored, and the legislative intent to
2 repeal a prior statute must be clear and manifest” (internal quotation marks and
3 citations omitted)).

4 3. Plaintiff also argues that *Moore* should be overruled. We decline to do.
5 *See Padilla v. State Farm Mut. Auto. Ins. Co.*, 2003-NMSC-011, ¶ 7, 133 N.M. 661,
6 68 P.3d 901 (“The principle of stare decisis dictates adherence to precedent.”). Our
7 Supreme Court affirmed *Moore*’s conclusion that “named-driver exclusions are
8 valid endorsements in New Mexico that are applicable to all auto coverage,
9 including liability and UM coverage,” in *Phoenix Indemnity Insurance Co. v. Pulis*,
10 2000-NMSC-023, ¶ 16, 129 N.M. 395, 9 P.3d 639. *But see id.* ¶ 21 (holding that
11 “exclusions from class-one-insured coverage are invalid when unclear”). Plaintiff’s
12 briefing has not “convincingly demonstrate[d]” that *Moore* was wrongly decided.
13 *See Padilla*, 2003-NMSC-011, ¶ 7; *Moore*, 1994-NMCA-165, ¶¶ 5, 10 (following
14 our Supreme Court’s analysis in *State Farm Automobile Insurance Co. v. Kiehne*,
15 1982-NMSC-023, ¶ 8, 97 N.M. 470, 641 P.2d 501, and concluding that a similar
16 endorsement excluded “any kind” of liability coverage, including UM/UIM
17 coverage, for an excluded driver when the excluded driver was operating any
18 vehicle).

19 4. Finally, we are not persuaded by Plaintiff’s argument that Defendant
20 was required to do more to obtain a valid rejection of UM/UIM coverage for Plaintiff

1 under the circumstances presented. *See generally Jordan v. Allstate Ins. Co.*, 2010-
2 NMSC-051, 149 N.M. 162, 245 P.3d 1214 (discussing the requirements for a valid
3 rejection of UM/UIM coverage). Defendant argued below that Plaintiff had no
4 liability coverage under the named-insured’s policy, and in the absence of liability
5 coverage, Defendant contends it was not required to offer UM coverage for Plaintiff.
6 Even assuming that the *Jordan* requirements apply for the exclusion to be valid,
7 Plaintiff has not addressed his eligibility for UM/UIM coverage as a threshold
8 matter, and without an argument on this point, we have no basis to conclude that
9 Defendant failed to “offer UM/UIM coverage up to the liability limits of the policy”
10 or “obtain a valid rejection before excluding UM/UIM coverage” for Plaintiff under
11 the circumstances. *See id.* ¶ 22.

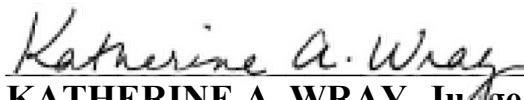
12 For these reasons, we affirm the district court’s entry of a final judgment on
13 the pleadings in favor of Defendant.

14 **IT IS SO ORDERED.**

15 
16 **MEGAN P. DUFFY, Judge**

17 **WE CONCUR:**

18 
19 **GERALD E. BACA, Judge**

20 
21 **KATHERINE A. WRAY, Judge**