

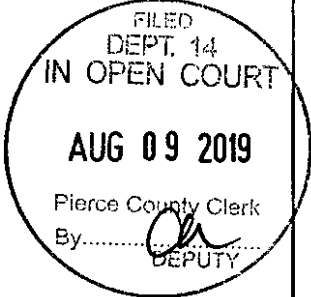
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The Honorable SUSAN K. SERKO



**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

MICHAEL STEINORE,

Plaintiff,

v.

MUTUAL OF ENUMCLAW INSURANCE
COMPANY,

Defendant.

NO. 17-2-10884-2

FINAL ORDER APPROVING
SETTLEMENT AND JUDGMENT OF
DISMISSAL WITH PREJUDICE

THIS MATTER comes before the Court for final approval of the Stipulation of Settlement, also sometimes referred to as the Agreement, submitted on March 15, 2019 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. The parties have appeared through their respective counsel.

1 WHEREAS, Plaintiff, MICHAEL STEINORE, on behalf of himself and the
2 proposed Settlement Class, and Defendant, the MUTUAL OF ENUMCLAW
3 INSURANCE COMPANY ("MOE"), have executed and filed a Stipulation of Settlement
4 with the Court on March 6th, 2019; and

5 WHEREAS, all capitalized terms used herein shall have the same meaning as set
6 forth in the Agreement and are hereby incorporated by reference; and

7 WHEREAS, the Court, on March 15, 2019, entered the Preliminary Approval
8 Order, preliminarily approving the Proposed Settlement; and

9 WHEREAS, MICHAEL STEINORE was appointed the Class Representative of
10 the settlement Class; and

11 WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a
12 plan for disseminating notice of the Settlement ("Notice Plan") be implemented, and
13 scheduled a hearing to be held to determine whether the Proposed Settlement should be
14 approved as fair, reasonable and adequate; and

15 WHEREAS, Defendant and Class Counsel have satisfactorily indicated to the
16 Court that the Notice Plan was followed; and

17 WHEREAS, a final approval hearing was held at which all interested persons
18 were given an opportunity to be heard, and all objections to the Settlement, if any, were
19 duly considered;

20 NOW, THEREFORE, the Court, having read and considered all submissions
21 made in connection with the Proposed Settlement, and having reviewed and considered
22 the files and records herein, finds and concludes as follows:
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1. The Complaint filed in this Action alleges generally that, in breach of its insuring agreements with Plaintiff and members of the settlement Class, Defendant improperly failed to compensate the Plaintiff and Settlement Class Members (as hereinafter defined) for the full value of their total loss claims.

2. On March 15, 2019 the Court the in above-entitled matter preliminarily approved a settlement of claims and certified this matter as a Class Action for purposes of such settlement, defining the Class as follows:

All MOE insureds with Washington policies issued in Washington State, who received compensation for the total loss of their own vehicles under their First Party Coverages (Comprehensive, Collision, and UIM) and received a total loss valuation from MOE based upon an "Autosource" estimate.

Excluded from the Class are the assigned judge, the judge's staff and family, MOE employees, claims for accidents with dates of loss occurring before September 1, 2011, and claims where the MOE Autosource estimate was based upon dealer quotes.

3. The Court hereby re-affirms this definition for purposes of this Final Judgment.

4. The Class Representative has 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 Class Representative 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 Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

5. In accordance with the terms of the Settlement and the Preliminary Approval Order, the parties implemented the Notice Plan approved by the Court.

1 Defendant's counsel and Class Counsel have confirmed to the Court that the Parties
2 complied with the Notice Plan.

3 6. The Court hereby finds that the Notice Plan and the Notice constituted the
4 best notice practicable under the circumstances, and constituted valid, due and sufficient
5 notice to members of the Settlement Class.

6 7. The Class Representatives and Defendant have applied to the Court for
7 final approval of the terms of the Proposed Settlement and for the entry of this Final
8 Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on August
9 9th, 2019, to determine whether the Proposed Settlement of the Action should be finally
10 approved as fair, reasonable, and adequate, and whether the Final Judgment approving
11 the Settlement and dismissing all claims in the Action on the merits, with prejudice and
12 without leave to amend should be entered.
13

14 8. The Court hereby finds that approval of the Agreement and the Settlement
15 embodied therein will result in substantial savings of time and money to the Court and
16 the litigants and will further the interests of justice.
17

18 9. The Court hereby finds that the Proposed Settlement is the result of good
19 faith arm's length negotiations by the Parties thereto.
20

21 10. The Court hereby finds the terms of the Settlement are fair, reasonable and
22 adequate.
23

24 NOW, THEREFORE, GOOD CAUSE APPEARING THEREFOR, IT IS
25 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:
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11. The Court possesses jurisdiction over the subject matter of this Action, the Class Representatives, the Settlement Class Members, Defendant, and the Released Persons.

12. No Class Members have filed requests for exclusion. All remaining Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein.

13. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Class Representatives, and all provisions and terms of the Settlement are hereby finally approved in all respects.

14. The Parties are hereby directed to consummate the Settlement in accordance with its terms.

15. This Action is dismissed in its entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class and their respective heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, employees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and future parent, subsidiary and affiliated corporations, and any other person or entity who could or might assert any claim under or through any of the foregoing, 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 Claim against any Released Person.

1 16. As of the Effective Date, by operation of the entry of the Final Judgment,
2 each Settlement Class Member shall be deemed to have fully released, waived,
3 relinquished and discharged, to the fullest extent permitted by law, all Released Claims
4 and Unknown Claims that the Settlement Class Members may have against all the
5 Released Persons.

6 17. "Released Claims" means and includes any and all claims for relief or
7 causes of action, Unknown Claims, known claims, rights, demands, actions, suits, debts,
8 liens, contracts, liabilities, agreements, interest, fees, costs, expenses or losses, including
9 but not limited to claims based in contract or tort, common law or equity, and federal,
10 state, or local law, statute, ordinance, or regulation, and any other claims for relief and/or
11 remuneration whatsoever, including, but not limited to, all claims arising out of the
12 Defendant's handling or administering of claims for coverage for total loss payments;
13 including claims for bad faith; claims for the amounts of total loss payments; breach of
14 any written or oral agreement or insurance contract or any similar act; waiver; estoppel;
15 any tortious injury, including any intentional or negligent acts; agent negligence; failure
16 to procure coverage or misconduct; punitive damages; treble damages; statutory
17 damages; regulatory claims; claims for violation of the Washington Consumer Protection
18 Act or any similar act; claims for violation of the Washington Insurance Fair Conduct Act
19 or any similar act; misrepresentation; and/or any claim for attorneys' fees and expenses;
20 arising on or before the date hereof, which the Releasing Parties had or have alleged by
21 the Plaintiff in the Action, for himself and on behalf of the Settlement Class, that relate in
22 any way whatsoever to the Action's claims related to total loss payment.
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18. "Released Persons" means the Defendant, as defined in the Agreement, and any of their past, present or future subsidiaries, controlled, affiliated, related and/or parent corporations, business entities or divisions, heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers, underwriters, directors, agents, employees and/or independent contractors, attorneys-in-fact, and/or past, present and future parent, subsidiary and affiliated corporations and/or any other person or entity who could or might be subject to any liability under or through any of the foregoing.

19. "Unknown Claims" means claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Stipulation, as to any of the Released Claims.

20. It is hereby determined that the Notice Plan and the Notice constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the the Washington Code of Civil Procedure, and all other applicable laws.

21. Within thirty (30) days after the Effective Date, Class Counsel shall return, upon request, to Defendant all Confidential Information and copies thereof in their possession, custody, or control and delete any electronic copies of Confidential Information. Within forty-five (45) days after the Effective Date, Class Counsel shall deliver a letter to Defendant confirming their compliance with this paragraph -- including

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1 a description of steps taken to assure the deleted material cannot be recovered or restored.
2 In the event that any Confidential Information or documents have already been destroyed,
3 Class Counsel will include in that letter the name and address of the person(s) who
4 destroyed the Confidential Information and/or documents.

5 22. Also in furtherance of this confidentiality provision, Class Counsel and the
6 Class Representatives agree not to make any statements to the media or in any public
7 forum, orally or in writing, about the Action, or the Stipulation, other than statements
8 which are fully consistent with the Stipulation and the Class Notice.

9 23. Class Counsel agree that any representation, encouragement, solicitation
10 or other assistance, including but not limited to referral to other counsel, of or to any Opt
11 Outs or any other person seeking to litigate with Defendant over any of the claims
12 covered under the Release in this matter could place Class Counsel in an untenable
13 conflict of interest with the Class.

14 24. Accordingly, Class Counsel and their respective firms agree (only to the
15 extent that it is otherwise not violative of any applicable rules governing the practice of
16 law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever
17 (including, but not limited to referrals to other counsel) any Opt Out except that referring
18 such person to the Notice or suggesting to any such person the option of obtaining
19 separate counsel, without specifically identifying options for such counsel, shall be
20 permitted under the terms of this provision. Additionally, Class Counsel and their
21 respective firms agree (only to the extent that it is otherwise not violative of any
22 applicable professional rules) not to represent, encourage, solicit or otherwise assist, in
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1 any way whatsoever, any Opt Out or any other person who seeks to represent any form of
2 opt-out class, or any other person, in any subsequent litigation that person may enter into
3 with Released Persons regarding the Released Claims or any related claims, except that
4 suggesting to any such person the option of obtaining separate counsel, without
5 specifically identifying options for such counsel, shall be permitted.
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7 25. Neither this Final Judgment, the Stipulation, nor any of its terms or
8 provisions, nor any of the negotiations or proceedings connected with it, shall be
9 construed as an admission or concession by Defendant of the truth of any of the
10 allegations made in the Action, or of any liability, fault, or wrongdoing of any kind
11 whatsoever on the part of Defendant. To the extent permitted by law, neither this Final
12 Judgment, the Stipulation, nor any of its terms or provisions, nor any of the negotiations
13 or proceedings connected with it, shall be offered as evidence or received in evidence in
14 any pending or future civil, criminal, or administrative action or proceeding, to establish
15 any liability or admission by Defendant, except in any proceedings brought to enforce the
16 Stipulation and except that any Released Persons may file this Order in any action that
17 may be brought against them in order to support a defense or counterclaim based on
18 principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar
19 or reduction, or any other theory of claim preclusion or issue preclusion or similar
20 defense or counterclaim. Neither this Final Judgment, the Stipulation, nor any pleading
21 or other paper related in any way to this Stipulation, nor any act or communication in the
22 course of negotiating, implementing or seeking approval of the Stipulation, shall be
23 deemed an admission by Defendant that certification of a class or subclass is appropriate
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1 in any other litigation, or otherwise shall preclude Defendant from opposing or asserting
2 any argument they may have with respect to certification of any class(es) or subclass(es)
3 in any proceeding, or shall be used as precedent in any way as to any subsequent conduct
4 of Defendant, except as set forth in the Stipulation.

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6 26. The Court has considered the request for a Class Representative award,
7 and hereby approves and awards the Class Representative, MICHAEL STEINORE, the
8 amount of \$10,000.00, to be paid by Defendant within fourteen (14) days after the
9 Effective Date.

10 27. The Court has considered Class Counsel's request for an attorneys' fees
11 and costs award of for the prosecution of this action, and hereby makes an award in the
12 amount of \$688,308.00 in attorney's fees, and \$11,426.00 in costs.

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14 28. The sums set forth in Paragraphs 27 and 28 above shall be paid in
15 accordance with the Stipulation, and out of the sources set forth therein.

16 29. This Final Judgment is a final order in the Action within the meaning and
17 for the purposes of Rules 23(e), 41, and 54 of the Washington Rules of Civil Procedure as
18 to all claims among Defendant on the one hand, and the Class Representatives and all
19 Settlement Class Members, on the other, and there is no just reason to delay enforcement
20 or appeal. Without in any way affecting the finality of this Final Judgment, this Court
21 shall retain continuing jurisdiction over this Action for purposes of:
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- 23 A. Enforcing this Final Judgment, the Agreement and the Settlement;
- 24 B. Hearing and determining any application by any Party to the Settlement
25 for a settlement bar order; and


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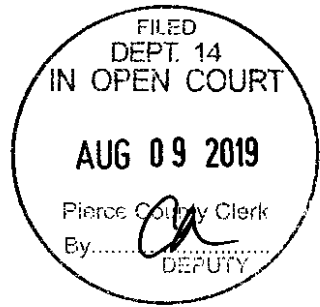
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C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DONE IN OPEN COURT this 9 day of August, 2019.


SUSAN K. SERKO
Superior Court Judge



Presented by:

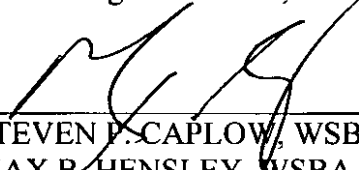
Law Offices of STEPHEN M. HANSEN, P.S.



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