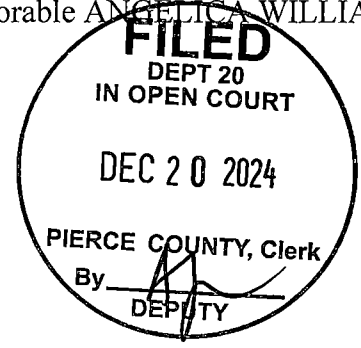




The Honorable ANGELICA WILLIAMS



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

LEE ANNE REDMOND, individually, and  
on behalf of those similarly situated, and  
DENNIS DOWDS, individually, and on  
behalf of those similarly situation,

Plaintiffs,

vs.

LIBERTY MUTUAL FIRE INSURANCE  
COMPANY and LM GENERAL  
INSURANCE COMPANY,

Defendants.

NO. 22-2-10005-8

FINAL ORDER APPROVING CLASS  
ACTION SETTLEMENT, AWARDED  
FEES, COSTS, INCENTIVE AWARDS,  
AND DISMISSING CLAIMS

~~PROPOSED~~

Date of Hearing: December 20, 2024

THIS MATTER comes before the Court for final approval of the Stipulation of Settlement, also sometimes referred to as the "Settlement Agreement" or "Stipulation", submitted on July 3, 2024 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing. The Parties have appeared through their respective counsel.

WHEREAS, Plaintiffs, LEE ANNE REDMOND and DENNIS DOWDS, on behalf of themselves and the proposed Settlement Class, and Defendants, LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY ("LIBERTY

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1 MUTUAL”), have executed and filed a Stipulation of Settlement with the Court on July 3,  
2 2024; and

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

5 WHEREAS, the Court, on July 19, 2024 entered the Preliminary Approval Order,  
6 preliminarily approving the Proposed Settlement; and

7 WHEREAS, LEE ANNE REDMOND and DENNIS DOWDS were appointed the Class  
8 Representatives; and

9 WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for  
10 disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing  
11 to be held December 20, 2024 to determine whether the Proposed Settlement should be  
12 approved as fair, reasonable and adequate; and

13 WHEREAS, Defendants and Class Counsel have satisfactorily indicated to the Court  
14 that the Notice Plan was followed, with notice reaching 90.61% of those who are potentially  
15 members of the Settlement Class; and

16 WHEREAS, a final approval hearing was held on December 20, 2024 at which all  
17 interested persons were given an opportunity to be heard, and all objections to the Settlement, if  
18 any, were duly considered;

19 NOW, THEREFORE, the Court, having read and considered all submissions made in  
20 connection with the Proposed Settlement, and having reviewed and considered the files and  
21 records herein, finds and concludes as follows:

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25 1. The Amended Complaint filed in this Action alleges generally that, in breach of the  
26 Policies, Defendants improperly failed to pay the Plaintiffs and Settlement Class

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1 Members (as hereinafter defined) for diminished value with respect to uninsured and  
2 underinsured motorist property damage coverage (“UMPD”) claims.

3 2. On July 19, 2024, the Court preliminarily certified the above-entitled matter as a  
4 settlement Class Action, defining the Settlement Class as follows:

5 All LIBERTY MUTUAL insureds with Washington policies issued in Washington  
6 State, where the insureds’ vehicle damages were covered under Underinsured Motorist  
7 Property Damage coverage, and

- 8 1. the repair estimates on the vehicle (including any supplements)  
9 totaled at least \$1,000; and  
10 2. the vehicle was no more than six years old (model year plus five years)  
11 and had less than 90,000 miles on it at the time of the accident; and  
12 3. the vehicle suffered structural (frame) damage and/or deformed sheet  
13 metal and/or required body or paint work.

14 Excluded from the Class are (a) claims involving leased vehicles or total losses, (b) the  
15 assigned judge, the judge’s staff and family, and (c) accidents with a date of loss before  
16 November 7, 2016.

17 The Class Period ran through July 19, 2024 (the date of preliminary approval).

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

19 4. The Court certifies the Settlement Class in this Action, for settlement purposes only,  
20 under Wash. R Civ. P. 23(a) and (b)(3), and, in so doing, finds that, for settlement purposes  
21 only, the requirements for maintaining a class action, at the settlement stage, have been met.

22 5. The Class Representative has entered into the Agreement which has been filed with  
23 the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf  
24 of the Class Representative and the Settlement Class Members, subject to approval by the Court  
25 of its terms. The Court scheduled a hearing to consider the approval of the Settlement and  
26 directed that the Notice be disseminated in accordance with the terms of the Preliminary  
Approval Order.

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1 6. In accordance with the terms of the Settlement and the Preliminary Approval Order,  
2 the Parties implemented the Notice Plan approved by the Court. Defendants' counsel and Class  
3 Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

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

7 8. The Class Representative and Defendants have applied to the Court for final approval  
8 of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the  
9 Class Notice, a hearing was held before this Court, on December 20, 2024, to determine  
10 whether the Proposed Settlement of the Action should be finally approved as fair, reasonable,  
11 and adequate, and whether the Final Judgment approving the Settlement and dismissing all  
12 claims in the Action on the merits, with prejudice and without leave to amend should be  
13 entered.  
14

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

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

20 11. The Court hereby finds the terms of the Settlement are fair, reasonable and adequate.

21 NOW, THEREFORE, GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED,  
22 ADJUDGED AND DECREED AS FOLLOWS:  
23

24 12. The Court possesses jurisdiction over the subject matter of this Action, the Class  
25 Representative, the Settlement Class Members, Defendants, and the Released Persons.  
26

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1 13. No Class Members have submitted requests for exclusion. All remaining Class  
2 Members are therefore bound by this Final Judgment and by the Agreement and the Settlement  
3 embodied therein.

4 14. All provisions and terms of the Settlement are hereby found to be fair, reasonable  
5 and adequate as to the Settlement Class Members and the Class Representative, and all  
6 provisions and terms of the Settlement are hereby finally approved in all respects.

7 15. The Parties are hereby directed to consummate the Settlement in accordance with its  
8 terms.

9 16. This Action is dismissed in its entirety, on the merits, with prejudice and without  
10 leave to amend, and all members of the Settlement Class and their respective heirs,  
11 predecessors, successors, assigns, family members, personal representatives, attorneys, officers,  
12 stockholders, employees, executors, administrators, insurers, reinsurers, underwriters, directors  
13 and/or past, present and future parent, subsidiary and affiliated corporations, and any other  
14 person or entity who could or might assert any claim under or through any of the foregoing,  
15 shall be forever barred and permanently enjoined from asserting, either directly or indirectly,  
16 individually, or in a representative capacity or on behalf of or as part of a class, and whether  
17 under State or Federal statutory or common law, any Released Claim against any Released  
18 Person.  
19

20  
21 17. As of the Effective Date, as such term is defined in the Stipulation, by operation of  
22 the entry of the Final Judgment, each Settlement Class Member including Plaintiffs, and  
23 including their past, present or future agents, legal representatives, trustees, parents, relatives,  
24 estates, heirs, executors and administrators, shall be held to have fully released, waived,  
25 relinquished and discharged all the Released Persons from all the Released Claims, to the fullest  
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1 extent possible allowed by law, and shall be enjoined from continuing, instituting or prosecuting  
2 any legal proceeding against the Released Persons relating in any way whatsoever to the  
3 Released Claims, except that Defendants shall not be released from their obligations to carry out  
4 the terms of this Stipulation.

5  
6 18. "Released Claims" means and includes any and all claims for relief or causes of  
7 action, Unknown Claims, known claims, rights, demands, actions, suits, debts, liens, contracts,  
8 liabilities, agreements, interest, fees, costs, expenses or losses, including but not limited to  
9 claims based in contract or tort, common law or equity, and federal, state, or local law, statute,  
10 ordinance, or regulation, and any other claims for relief and/or remuneration whatsoever,  
11 including, but not limited to, all claims arising out of the Defendants' handling or administering  
12 of claims for UMPD Coverage or UIM property damage; claims for bad faith; claims for UMPD  
13 Coverage or UIM property damage; claims for diminished value or stigma; breach of any  
14 written or oral agreement or insurance contract or any similar act; waiver; estoppel; any tortious  
15 injury, including any intentional or negligent acts; agent negligence; failure to procure coverage  
16 or misconduct; punitive damages; treble damages; statutory damages; regulatory claims; claims  
17 for violation of the Washington Consumer Protection Act or any similar act; claims for violation  
18 of the Washington Insurance Fair Conduct Act or any similar act; misrepresentation; and/or any  
19 claim for attorneys' fees and expenses; arising on or before the Effective Date, which the  
20 Releasing Parties had, have, may have in the future, or which are or could have been alleged by  
21 the Plaintiffs in the Action, for themselves and on behalf of the Class, that relate in any way  
22 whatsoever to the Action.

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25 19. "Released Persons" means the Defendants, as defined in the Agreement, and any of  
26 its business entities or divisions, affiliate companies, parent companies, holding companies,

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1 heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers,  
2 underwriters, directors, agents, employees and/or independent contractors, attorneys-in-fact,  
3 and/or any other person or entity who could or might be subject to any liability under or through  
4 any of the foregoing.

5  
6 20. "Unknown Claims" means claims arising out of facts found hereafter to be other  
7 than or different from the facts now believed to be true, relating to any matter covered by the  
8 Stipulation, as to any of the Released Claims.

9  
10 21. It is hereby determined that the Notice Plan and the Notice constituted the best  
11 notice practicable under the circumstances to all members of the Settlement Class and is  
12 therefore finally approved as reasonable. Due and adequate notice of the pendency of this  
13 Action and of the Settlement has been provided to all the Settlement Class Members, and this  
14 Court hereby finds that the Class Notice complied fully with the requirements of due process,  
15 the Washington Code of Civil Procedure, and all other applicable laws.

16  
17 22. Within thirty (30) days after the Effective Date, Class Counsel shall, upon request,  
18 destroy or return to Defendants all Confidential Information and copies thereof in their  
19 possession, custody, or control and delete any electronic copies of Confidential Information.  
20 Within forty-five (45) days after the Effective Date Class Counsel shall deliver a letter to  
21 Defendants confirming their compliance with this Paragraph including a description of steps  
22 taken to assure the deleted material cannot be recovered or restored. In the event that any  
23 Confidential Information or documents have already been destroyed, Class Counsel will include  
24 in that letter the name and address of the person(s) who destroyed the Confidential Information  
25 and/or documents.  
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23. Also, in furtherance of this confidentiality provision, Class Counsel and the Class Representative agree not to make any statements to the media or in any public forum, orally or in writing, about the Action, or the Stipulation, other than statements which are fully consistent with the Stipulation and the Class Notice.

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

25. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision. Additionally, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable professional conduct rules) not to represent, encourage, solicit or otherwise assist, in any way whatsoever, any Opt Out or any other person who seeks to represent any form of opt-out class, or any other person, in any subsequent litigation that person may enter into with Released Persons regarding the Released Claims or any related claims, except that suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.



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1 26. Neither this Final Judgment, the Stipulation, nor any of its terms or provisions, nor  
2 any of the negotiations or proceedings connected with it, shall be construed as an admission or  
3 concession by Defendants of the truth of any of the allegations made in the Action, or of any  
4 liability, fault, or wrongdoing of any kind whatsoever on the part of Defendants. To the extent  
5 permitted by law, neither this Final Judgment, the Stipulation, nor any of its terms or provisions,  
6 nor any of the negotiations or proceedings connected with it, shall be offered as evidence or  
7 received in evidence in any pending or future civil, criminal, or administrative action or  
8 proceeding, to establish any liability or admission by Defendants, except in any proceedings  
9 brought to enforce the Stipulation and except that any Released Persons may file this Order in  
10 any action that may be brought against them in order to support a defense or counterclaim based  
11 on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or  
12 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
13 counterclaim. Neither this Final Judgment, the Stipulation, nor any pleading or other paper  
14 related in any way to the Stipulation, nor any act or communication in the course of negotiating,  
15 implementing or seeking approval of the Stipulation, shall be deemed an admission by  
16 Defendants that certification of a class or subclass is appropriate in any other litigation, or  
17 otherwise shall preclude Defendants from opposing or asserting any argument it may have with  
18 respect to certification of any class(es) or subclass(es) in any proceeding, or shall be used as  
19 precedent in any way as to any subsequent conduct of Defendants, except as set forth in the  
20 Stipulation.  
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24 27. The Court has considered the request for a Class Representative award, and hereby  
25 approves and awards the Class Representatives, LEE ANNE REDMOND the amount of  
26

1 \$ 7,500<sup>00</sup>, and DENNIS DOWDS, the amount of \$ 7,500<sup>00</sup>, to be  
2 paid by Defendants within fourteen (14) days after the Effective Date.

3 28. The Court has considered Class Counsel's motion for an attorneys' fees and costs  
4 award of for the prosecution of this action, and has considered the case law in support of the  
5 motion, and hereby makes an award in the amount of \$ 142,800<sup>00</sup> in fees and  
6 \$ 9,102<sup>62</sup> in costs, sums which the Court finds to be fair and reasonable.

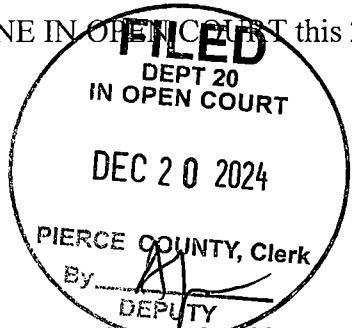
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8 29. The sums set forth in Paragraphs 27 and 28 above shall be paid in accordance with  
9 the Stipulation, and out of the sources set forth therein.

10 30. This Final Judgment is a final order in the Action within the meaning and for the  
11 purposes of Rules 23(e), 41, and 54 of the Washington Rules of Civil Procedure as to all claims  
12 among Defendants on the one hand, and the Class Representatives and all Settlement Class  
13 Members, on the other, and there is no just reason to delay enforcement or appeal. Without in  
14 any way affecting the finality of this Final Judgment, this Court shall retain continuing  
15 jurisdiction over this Action for purposes of:

- 17 A. Enforcing this Final Judgment, the Agreement and the Settlement;
- 18 B. Hearing and determining any application by any Party to the Settlement for a  
19 settlement bar order; and
- 20 C. Any other matters related or ancillary to any of the foregoing.

21 IT IS SO ORDERED.

22  
23 DONE IN OPEN COURT this 20<sup>th</sup> day of December, 2024.



24 *[Signature]* ANGELICA WILLIAMS  
25 ANGELICA WILLIAMS  
26 Superior Court Judge

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT - 10

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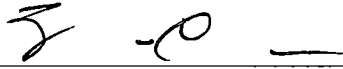
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1 Presented by:  
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13 Copy Received; Approved as to Form  
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16 

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19 *Attorneys for Defendants*



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FINAL ORDER APPROVING CLASS  
ACTION SETTLEMENT - 11

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