



The Honorable BRYAN CHUSHCOFF

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

ANOUSACK SANITH, Individually, and as
the Representative of All Persons Similarly
Situated,

Plaintiff,

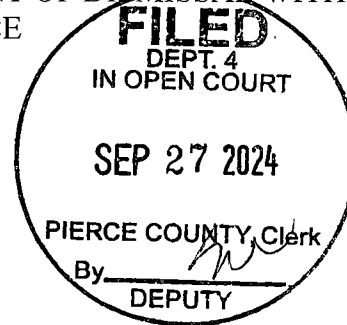
vs.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

NO. 18-2-06616-1

FINAL ORDER APPROVING
STIPULATION OF SETTLEMENT AND
SETTLEMENT AGREEMENT AND
JUDGMENT OF DISMISSAL WITH
PREJUDICE



THIS MATTER comes before the Court for final approval of the Stipulation of Settlement and Settlement Agreement, also sometimes referred to as the "Settlement Agreement" or "Stipulation", submitted on April 24, 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, Plaintiff, ANOUSACK SANITH, on behalf of himself and the proposed Settlement Class, and Defendant, STATE FARM FIRE AND CASUALTY COMPANY ("SFF&CC"), have executed and filed the Stipulation of Settlement and Settlement Agreement with the Court on April 24, 2024; and

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

10/01/2024 13:31 0013

10/01/2024 13:31 0014

1 WHEREAS, the Court, on May 10, 2024, entered the Preliminary Approval Order,
2 preliminarily approving the Settlement Settlement; and

3 WHEREAS, ANOUSACK SANITH was appointed the Class Representative; and

4 WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan
5 for disseminating notice of the Settlement Agreement (“Notice Plan”) be implemented, and
6 scheduled a hearing to be held September 27, 2024, to determine whether the Settlement
7 Agreement should be approved as fair, reasonable and adequate; and

8 WHEREAS, Defendant and Class Counsel have satisfactorily indicated to the Court
9 that the Notice Plan was followed, with notice reaching 90.47% of those who are potentially
10 members of the Settlement Class; and

11 WHEREAS, a final approval hearing was held on September 27, 2024, at which all
12 interested persons were given an opportunity to be heard, and all objections to the Settlement
13 Agreement, if any, were duly considered;

14 NOW, THEREFORE, the Court, having read and considered all submissions made in
15 connection with the Settlement Agreement, and having reviewed and considered the files and
16 records herein, finds and concludes as follows:

17 1. The Complaint filed in this Action alleges generally that, in breach of the
18 Policies, Defendant improperly failed to pay the Plaintiff and Settlement Class Members (as
19 hereinafter defined) for diminished value with respect to uninsured and underinsured motorist
20 property damage coverage (“UMPD”) claims. Defendant denies liability and maintains that it
21 paid the full and appropriate amounts owed, as part of its regular claim-handling process.

22 2. On October 21, 2022, the Court certified the above-entitled matter as a Class
23 Action, defining the Class as follows:
24
25
26
27
28

10/01/2024 13:31 0015

1 All STATE FARM F&CC insureds with Washington policies issued in Washington
2 State, where the insureds' vehicle damages were covered under Underinsured Motorist
3 Property Damage coverage, and

4 1. the repair estimates on the vehicle (including any
5 supplements) totaled at least \$1,000; and

6 2. the vehicle was no more than six years old (model year
7 plus five years) and had less than 90,000 miles on it at the time of
8 the accident; and

9 3. the vehicle suffered structural (frame) damage and/or
10 deformed sheet metal and/or required body or paint work.

11 Excluded from the Class are (a) claims involving leased vehicles or total losses, (b) the
12 assigned judge, the judge's staff and family, and (c) accidents with a date of loss
13 before March 23, 2012.

14 3. The Court hereby re-affirms this definition and adds to the definition that the
15 class excludes claims with dates of loss after February 13, 2024, for purposes of this Final
16 Judgment.

17 4. The Class Representative has entered into the Settlement Agreement which has
18 been filed with the Court. The Settlement Agreement provides for the Settlement of this
19 Action with Defendant on behalf of the Class Representative and the Settlement Class
20 Members, subject to approval by the Court of its terms. The Court scheduled a hearing to
21 consider the approval of the Settlement Agreement and directed that the Notice be
22 disseminated in accordance with the terms of the Preliminary Approval Order.

23 5. In accordance with the terms of the Settlement Agreement and the Preliminary
24 Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendant's
25 counsel and Class Counsel have confirmed to the Court that the Parties complied with the
26 Notice Plan.
27
28

10/01/2024 13:31 0016

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

4
5 7. The Class Representative and Defendant have applied to the Court for final
6 approval of the terms of the Settlement Agreement and for the entry of this Final Judgment.
7 Pursuant to the Class Notice, a hearing was held before this Court, on September 27, 2024, to
8 determine whether the Settlement Agreement should be finally approved as fair, reasonable,
9 and adequate, and whether the Final Judgment approving the Settlement Agreement and
10 dismissing all claims in the Action on the merits, with prejudice and without leave to amend
11 should be entered.

12
13 8. The Court hereby finds that approval of the Settlement Agreement and the
14 settlement embodied therein will result in substantial savings of time and money to the Court
15 and the litigants and will further the interests of justice.

16
17 9. The Court hereby finds that the Settlement Agreement is the result of good
18 faith arm's length negotiations by the Parties thereto.

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

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

23
24 11. The Court possesses jurisdiction over the subject matter of this Action, the
25 Class Representative, the Settlement Class Members, Defendant, and the Released Persons.
26
27
28

10/01/2024 13:31 0017

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

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

9
10 14. The Parties are hereby directed to consummate the Settlement Agreement in
11 accordance with its terms.

12 15. This Action is dismissed in its entirety, on the merits, with prejudice and
13 without leave to amend, and all members of the Settlement Class and their respective heirs,
14 predecessors, successors, assigns, family members, personal representatives, attorneys,
15 officers, stockholders, employees, executors, administrators, insurers, reinsurers, underwriters,
16 directors and/or past, present and future parent, subsidiary and affiliated corporations, and any
17 other person or entity who could or might assert any claim under or through any of the
18 foregoing, shall be forever barred and permanently enjoined from asserting, either directly or
19 indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and
20 whether under State or Federal statutory or common law, any Released Claim against any
21 Released Person.
22

23
24 16. As of the Effective Date, as such term is defined in the Settlement Agreement ,
25 by operation of the entry of the Final Judgment, each Settlement Class Member including
26 Plaintiff, and including their past, present or future agents, legal representatives, trustees,
27 parents, relatives, estates, heirs, executors and administrators, shall be held to have fully
28

10/01/2024 13:31 0018

1 released, waived, relinquished and discharged all the Released Persons from all the Released
2 Claims, to the fullest extent possible allowed by law, and shall be enjoined from continuing,
3 instituting or prosecuting any legal proceeding against the Released Persons relating in any
4 way whatsoever to the Released Claims, except that Defendant shall not be released from their
5 obligations to carry out the terms of this Stipulation.
6

7 17. "Released Claims" means and includes any and all claims for relief or causes
8 of action, Unknown Claims, known claims, rights, demands, actions, suits, debts, liens,
9 contracts, liabilities, agreements, interest, fees, costs, expenses or losses, including but not
10 limited to claims based in contract or tort, common law or equity, and federal, state, or local
11 law, statute, ordinance, or regulation, and any other claims for relief and/or remuneration
12 whatsoever, including, but not limited to, all claims arising out of the Defendant's handling or
13 administering of claims for UMPD Coverage or underinsured motorist property damage;
14 claims for bad faith; claims for UMPD Coverage or UIM property damage; claims for
15 diminished value or stigma; breach of any written or oral agreement or insurance contract or
16 any similar act; waiver; estoppel; any tortious injury, including any intentional or negligent
17 acts; agent negligence; failure to procure coverage or misconduct; punitive damages; treble
18 damages; statutory damages; regulatory claims; claims for violation of the Washington
19 Consumer Protection Act or any similar act; claims for violation of the Washington Insurance
20 Fair Conduct Act or any similar act; misrepresentation; and/or any claim for attorneys' fees
21 and expenses; arising on or before the Effective Date hereof, which the Releasing Parties had,
22 have, may have in the future, or which are or could have been alleged by the Plaintiff in the
23 Action, for himself and on behalf of the Settlement Class, that arise out of or relate in any way
24 whatsoever to the Action.
25
26
27
28

10/01/2024 13:31 0019

1 18. "Released Persons" means the Defendant, as defined in the Settlement
2 Agreement, and any of its business entities or divisions, affiliate companies, parent
3 companies, holding companies, heirs, predecessors, successors, assigns, officers,
4 stockholders, insurers, reinsurers, underwriters, directors, agents, employees and/or
5 independent contractors, attorneys-in-fact, and/or any other person or entity who could or
6 might be subject to any liability under or through any of the foregoing.
7

8 19. "Unknown Claims" means claims arising out of facts found hereafter to be
9 other than or different from the facts now believed to be true, relating to any matter covered
10 by the Stipulation, as to any of the Released Claims.
11

12 20. It is hereby determined that the Notice Plan and the Notice constituted the best
13 notice practicable under the circumstances to all members of the Settlement Class and is
14 therefore finally approved as reasonable. Due and adequate notice of the pendency of this
15 Action and of the Settlement Agreement has been provided to all the Settlement Class
16 Members, and this Court hereby finds that the Class Notice complied fully with the
17 requirements of due process, the Washington Code of Civil Procedure, and all other
18 applicable laws.
19

20 21. Within thirty (30) days after the Effective Date, Class Counsel shall, upon
21 request, destroy or return to Defendant all Confidential Information and copies thereof in their
22 possession, custody, or control and delete any electronic copies of Confidential Information.
23 Within forty-five (45) days after the Effective Date Class Counsel shall deliver a letter to
24 Defendants confirming their compliance with this Paragraph including a description of steps
25 taken to assure the deleted material cannot be recovered or restored. In the event that any
26 Confidential Information or documents have already been destroyed, Class Counsel will
27
28

10/01/2024 13:31 0020

1 include in that letter the name and address of the person(s) who destroyed the Confidential
2 Information and/or documents.

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

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

14 24. Accordingly, Class Counsel and their respective firms agree (only to the extent
15 that it is otherwise not violative of any applicable rules governing the practice of law) not to
16 represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not
17 limited to referrals to other counsel) any Opt Out except that referring such person to the
18 Notice or suggesting to any such person the option of obtaining separate counsel, without
19 specifically identifying options for such counsel, shall be permitted under the terms of this
20 provision. Additionally, Class Counsel and their respective firms agree (only to the extent
21 that it is otherwise not violative of any applicable professional conduct rules) not to represent,
22 encourage, solicit or otherwise assist, in any way whatsoever, any Opt Out or any other person
23 who seeks to represent any form of opt-out class, or any other person, in any subsequent
24 litigation that person may enter into with Released Persons regarding the Released Claims or
25
26
27
28

10/01/2024 13:31 0021

1 any related claims, except that suggesting to any such person the option of obtaining separate
2 counsel, without specifically identifying options for such counsel, shall be permitted.

3 25. Neither this Final Judgment, the Settlement Agreement, nor any of its terms or
4 provisions, nor any of the negotiations or proceedings connected with it, shall be construed as
5 an admission or concession by Defendant of the truth of any of the allegations made in the
6 Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of
7 Defendant. To the extent permitted by law, neither this Final Judgment, the Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings
9 connected with it, shall be offered as evidence or received in evidence in any pending or
10 future civil, criminal, or administrative action or proceeding, to establish any liability or
11 admission by Defendant, except in any proceedings brought to enforce the Stipulation and
12 except that any Released Persons may file this Order in any action that may be brought
13 against them in order to support a defense or counterclaim based on principles of res judicata,
14 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other
15 theory of claim preclusion or issue preclusion or similar defense or counterclaim. Neither this
16 Final Judgment, the Settlement Agreement, nor any pleading or other paper related in any way
17 to the Settlement Agreement, nor any act or communication in the course of negotiating,
18 implementing or seeking approval of the Settlement Agreement, shall be deemed an
19 admission by Defendant that certification of a class or subclass is appropriate in any other
20 litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it
21 may have with respect to certification of any class(es) or subclass(es) in any proceeding, or
22 shall be used as precedent in any way as to any subsequent conduct of Defendant, except as
23 set forth in the Stipulation.
24
25
26
27
28

10/01/2024 13:31 0022

1 26. The Court has considered the request for a Class Representative award, and
2 hereby approves and awards the Class Representative, ANOUSACK SANITH the amount of
3 \$10,000.00, to be paid by Defendant within fourteen (14) business days after the Effective
4 Date.

5
6 27. The Court has considered Class Counsel's request for an attorneys' fees and
7 costs award of for the prosecution of this action, and hereby makes an award in the amount of
8 \$ 627,360 for attorney's fees and in the amount of \$ 13,000 for costs.

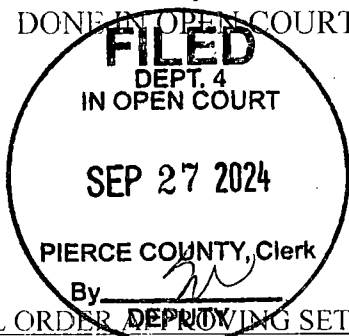
9
10 28. The sums set forth in Paragraphs 26 and 27 above shall be paid in accordance
11 with the Settlement Agreement, and out of the sources set forth therein.

12 29. This Final Judgment is a final order in the Action within the meaning and for
13 the purposes of Rules 23(e), 41, and 54 of the Washington Rules of Civil Procedure as to all
14 claims among Defendant on the one hand, and the Class Representative and all Settlement
15 Class Members, on the other, and there is no just reason to delay enforcement or appeal.
16 Without in any way affecting the finality of this Final Judgment, this Court shall retain
17 continuing jurisdiction over this Action for purposes of:
18

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

23
24 IT IS SO ORDERED.

25 DONE IN OPEN COURT this ^{27th}~~29th~~ day of September 2024.



Bryan Chushcoff
 BRYAN CHUSHCOFF
 Superior Court Judge

10/01/2024 13:31 0023

1 Presented by:

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

3 

4 _____
5 STEPHEN M. HANSEN, WSBA #15642

6 SCOTT P. NEALEY, pro hac vice

7 Nealey Law

8 201 Spear St Suite 1100

9 San Francisco, CA 94105

10 Phone: 415-231-5311

11 Fax: 415-231-5313

12 Cell: 415-640-4806

13 www.nealey.com

14 *Attorneys for Plaintiff*

15 Approved as to Form and Content:

16 JENSEN MORSE BAKER PLLC

17 By _____

18 STEVEN D. JENSEN, WSBA No. 26495

19 BENJAMIN J. ROESCH, WSBA No. 39960

20 1809 Seventh Avenue; Suite 410

21 Seattle, WA 98101

22 Tel. 206.682.1550

23 www.jmb.com and www.lawyers.com

24 www.jmb.com and www.jmblawyers.com

25 EVERSHEDES SUTHERLAND (US) LLP

26 By _____

27 By _____

28 THOMAS W. CURVIN, pro hac vice

29 VALERIE S. SANDERS, pro hac vice

30 999 Peachtree Street, NE, Suite 2300

31 Atlanta, GA 30309-3996

32 Telephone: (404) 853-8000

33 Facsimile: (404) 853-8806

34 E-mail: tcw@eversheds-sutherland.com

35 E-mail: vsanders@eversheds-sutherland.com

Attorneys for Defendant State Farm Fire and Casualty Company

10/01/2024 13:31 0024

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28