

- Exhibit 1 -

## SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is entered into by and between Jenifer K. Demarre and Ryan A. Demarre ("Plaintiffs"), for themselves and the Settlement Class Members (as defined below), and Mutual of Enumclaw Insurance Company and Enumclaw Property and Casualty Insurance Company ("MOE"). Plaintiffs and MOE are referred to collectively in this Settlement Agreement as the "Parties."

### I. RECITALS

This Settlement Agreement is made with reference to and in contemplation of the following facts and circumstances:

1. On February 26, 2021, Plaintiffs initiated a lawsuit captioned *Demarre & Demarre v. Mutual of Enumclaw Ins. Co.*, No. 21-2-04818-0 against MOE in Pierce County Superior Court. On June 9, 2021, by agreement of the Parties, it was transferred to King County Superior Court where it was redesignated No. 21-2-10304-5 SEA (the "Action"). On October 7, 2021, with consent of MOE, Plaintiffs filed the Amended Complaint.
2. Plaintiffs and Settlement Class Members each were insured under automobile insurance policies issued by MOE, and had their vehicles adjusted as total losses by MOE.
3. Plaintiffs allege in the Amended Complaint, on behalf of themselves and two proposed classes, that MOE's total loss settlement practices violate provisions of Washington's "Methods and standards of practice for settlement of total loss vehicle claims," WAC 284-30-391 by reducing total loss settlement offers by a typical negotiation deduction and a salvage deduction that was not based on an offer to buy the vehicle. Plaintiffs claim on behalf of themselves and the Classes that this conduct breached MOE's insurance contracts, violated the Washington Consumer Protection Act, RCW 19.86 *et seq.*, and constituted insurance bad faith.
4. MOE denies all claims asserted in the Action, all allegations of wrongdoing and liability in this Action, and maintains that it has class defenses. MOE seeks to settle this Action for the sole purpose of avoiding the burden and expense of continuing to litigate this Action.
5. The Parties and their counsel have conducted investigations of the facts and law underlying the claims asserted in this Action. In addition, the Parties and their counsel have conducted document discovery, issued third-party subpoenas and conducted depositions related to this case. The Parties and their counsel have also conducted a thorough assessment of the strengths and weaknesses of their respective cases.
6. The Parties and their counsel have engaged in arm's-length negotiations concerning settlement of the claims asserted in the Action, including participating in private mediation with the Honorable John P. Erlick (Ret.) of Judicial Dispute Resolution, an experienced mediator, and through direct negotiations between counsel.
7. Plaintiffs and their counsel have concluded, based upon their investigation and thorough assessment, and taking into account MOE's defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further

proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with MOE and the terms of this Settlement Agreement are fair and reasonable, as well as in the best interest of Plaintiffs and the Settlement Class Members.

8. Plaintiffs, on behalf of themselves and the Settlement Class Members, and their counsel agree to the terms of this Settlement Agreement and to have judgment entered without trial or adjudication of any factual or legal issue. Plaintiffs and their counsel also agree that this Settlement Agreement, including any of its exhibits, does not constitute any evidence against, or any admission by MOE. To avoid any doubt, in no event shall this Settlement Agreement, or any part thereof, be construed or deemed to be evidence of an admission or concession on the part of MOE of any fault or wrongdoing of any kind, nor an admission or concession of liability of any kind, whether for damages or equitable or declaratory relief or any other form of legal remedy, or a concession of any infirmity in any of the defenses that have been asserted or could have been asserted in the Action.

**THEREFORE**, the Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be completely, fully, and finally settled and dismissed with prejudice as follows:

## **II. DEFINITIONS**

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. “Class” means the following class which the Parties agree should be certified for settlement purposes only: 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 (Coverages Part C and D) and who received a settlement offer from MOE based on a total loss valuation that used a deduction for typical negotiation. Excluded from this proposed class are the assigned judge, the judge’s staff and family, MOE employees, and insureds with claims for accidents with dates of loss occurring prior to March 6, 2019, or after March 31, 2020.

2. “Class Counsel” means the law firms of Terrell Marshall Law Group, PLLC, and Leonard Law, PLLC, who represent Plaintiffs and will seek appointment by the Court as counsel for the Class.

3. “Class Member” means a member the Class defined herein, at paragraph II.1.

4. “Court” means the King County Superior Court.

5. “Effective Date” means the fifth day after the later of the following events:

- a. The final disposition of any appeals from or review of the Final Approval Order; or

b. In the case of no appeal or review being filed, expiration of the applicable appellate period.

6. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement, and whether to approve Class Counsel’s requested fees and expenses and the amount of the service awards to Plaintiffs.

7. “Final Approval Order” means the order and judgment that the Court enters after finally approving the Settlement.

8. “Notice” means the notice that will be mailed to Class Members pursuant to Section VII.4 of this Settlement Agreement, substantially in the same form as Exhibit A.

9. “Notice Plan” means the proposed plan of sending notice to Class Members of the proposed Settlement as set forth in Section VII.4 of this Settlement Agreement.

10. “Objection Deadline” means 60 days from the Settlement Notice Date.

11. “Opt-Out Deadline” means 60 days from the Settlement Notice Date.

12. “Preliminary Approval Order” means the order the Court enters upon preliminarily approving the Settlement.

13. “Released Claims” means all claims to be released as set forth in Section XI.2 of this Settlement Agreement.

14. “Released Parties” means Mutual of Enumclaw Insurance Company, Enumclaw Property and Casualty Insurance Company, and any of their business entities or divisions, affiliates, heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers, underwriters, directors, and employees.

15. “Settlement” means the settlement contemplated by this Settlement Agreement.

16. “Settlement Award” means a cash payment that may be available to eligible Settlement Class Members.

17. “Settlement Class Members” means all Class Members provided notice by MOE who do not timely request to be excluded from this Settlement.

18. “Settlement Fund” means the total cash sum of \$550,000 to be paid by MOE. The Settlement Fund will be maintained in an account managed by MOE. MOE will disburse Settlement Fund amounts in accordance with the terms of this Settlement Agreement and the orders of the Court. The Parties will confirm their agreement on payment amounts before payments are issued to Settlement Class Members.

19. “Settlement Notice Date” means the date the Notices are sent pursuant to the Notice Plan.

20. “Settlement Website” means the website that will be established and maintained by Class Counsel as set forth in this Settlement Agreement, with substantive content that is substantially the same as Exhibit B.

### **III. TERMS OF SETTLEMENT**

1. **Conditional Certification of the Class.** For the sole purpose of settlement, the Parties and their counsel agree to move for conditional certification of the Class. Conditional certification of the Class shall not be deemed a concession that certification of any litigation class is proper, and it will not preclude MOE from challenging class certification in the event the Court does not approve the Settlement. No agreements made or entered into by MOE in connection with this Settlement may be used by Plaintiffs, any person in the Class, or any other person to establish any liability or any element of class certification in this Action or any other proceedings.

### **IV. SETTLEMENT CONSIDERATION**

1. **Settlement Fund.** MOE shall pay a total of \$550,000 into a Settlement Fund. The Settlement Fund shall be allocated to Settlement Awards, service awards to Plaintiffs, and the payment of Plaintiffs' attorneys' fees and costs.

2. **Distributions to Settlement Class Members.** Each Settlement Class Member for whom Defendant has a deliverable address (which shall be determined based on whether the Notice is returned undeliverable) shall be paid a Settlement Award reflecting their proportional share of the net settlement fund calculated based on the amount of the typical negotiation discount applied to the Settlement Class Members' claim as reflected in the Class Data described in Section VII. MOE shall mail Settlement Awards within forty-five (45) days of the Effective Date. The net settlement fund shall be the amount of the settlement fund remaining after deducting payments to Plaintiffs and Class Counsel described in Section V.

3. **Unclaimed Settlement Funds.** Settlement Award checks that are not cashed within 120 days after the issue date on the check shall be voided. Unclaimed settlement funds shall revert to MOE's member compassion fund.

### **V. AWARDS TO PLAINTIFFS AND ATTORNEYS' FEES AND COSTS**

1. **Payment to Plaintiffs.** Plaintiffs may move the Court for service awards for their time and effort in connection with this Action. Plaintiffs will ask the Court to approve service awards in an amount to be determined by Class Counsel. MOE shall issue any approved service awards to Plaintiffs within twenty-one (21) days after the Effective Date.

2. **Litigation Expenses and Attorneys' Fees.** Class Counsel will move the Court for an award of reasonable attorneys' fees and expenses to be paid from the Settlement Fund. Class Counsel will file their motion for an award of attorneys' fees, costs, and service and statutory damage awards to Plaintiffs within 30 days of the Settlement Notice Date. Class Counsel will post on the Settlement Website Class Counsel's motion for an award of fees, costs, and service and statutory damage awards within one business day after it is filed with the Court. MOE shall pay the attorneys' fees and expenses awarded by the Court to Class Counsel via wire transfer within twenty-one (21) days after the Effective Date.

## **VI. PRELIMINARY APPROVAL**

1. Motion for Preliminary Approval. On or before November 4, 2022, Plaintiffs will move the Court for entry of an order granting preliminary approval of the Settlement and authorizing Notice of the Settlement to the Class Members.

## **VII. ADMINISTRATION AND NOTICE**

1. Payment of Administration and Notice. MOE's costs of administering this Settlement will be paid separately by MOE.

2. Class Data. Within ten (10) days of the Court entering the Preliminary Approval Order, Class Counsel and MOE shall finalize an agreed class list using MOE's data and data produced by third-party Audatex.

3. Notice and Fund Distribution Plan. MOE shall provide Notice as detailed below within thirty (30) days after the issuance of the Preliminary Approval Order:

a. Notice by U.S. Mail. MOE will provide individual Notice through:

- i. U.S. mail to the most recent address for each Class Member reflected in the records produced by MOE in this Action, and corrected through the National Change of Address or equally reliable database.
- ii. For each Notice returned undeliverable, MOE shall complete at least one advanced address search or skip trace and re-mail the notice to any new address identified for a Class Member.

b. Settlement Website. Within fourteen (14) days from entry of the Preliminary Approval Order, Class Counsel will also establish and maintain the Settlement Website, which will display, at a minimum, the operative Complaint, the class certification order, content that is substantially the same as that found in Exhibit B, this Settlement Agreement, a printable opt-out form, and the Preliminary Approval Order. Within one business day after Class Counsel files a motion for an award of attorneys' fees, costs, and service awards to Plaintiffs, that motion will also be displayed on the Settlement Website.

4. MOE shall provide reports to Class Counsel containing: (a) the names and contact information, including email and telephone numbers if available, for all Class Members to whom the notice is mailed and (b) reports reflecting returned mail statistics and skip tracing efforts; (c) reports identifying class members who have and have not cashed checks and (d) such other information as reasonably required for Class Counsel to exercise their rights under this Settlement Agreement. Information regarding Class Members provided to the Class Counsel shall be kept confidential. Class Counsel is free to contact the Class Members to remind them to cash checks or update their addresses.

## **VIII. OPT-OUT PROCESS**

1. Opt-Out Requirements. Class Members may exclude themselves from the Settlement by advising Class Counsel in writing no later than the Opt-Out Deadline that they do not want to be a Class Member. All such writings must include the name and address of the individual opting out, and must be postmarked no later than the Opt-Out Deadline. All Class Members will be bound by this Settlement and judgments of this Court in this Action unless they exclude themselves in writing by the Opt-Out Deadline.

2. Retention of Opt-Outs. Class Counsel shall provide MOE's counsel with a final list of timely Opt-Outs received within five (5) judicial days after the Opt-Out Deadline Date.

## **IX. OBJECTIONS**

1. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. In order to object, the Settlement Class Member must provide the following:

- a. The name, address, telephone number, and email address of the person objecting, and if represented by counsel, of his/her counsel; and
- b. State all objections to the Settlement.

2. Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing should file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. A person who objects shall receive the benefits of this Settlement and remains bound by the release in this Settlement Agreement.

## **X. FINAL APPROVAL**

1. Declaration of Notice by MOE. Not later than twelve (12) judicial days before the Final Approval Hearing, MOE shall provide to Class Counsel a declaration stating that the Notice required by this Settlement Agreement has been completed pursuant to the Preliminary Approval Order.

2. Motion for Final Approval Order. After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and no later than nine (9) judicial days before the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order. Class Counsel's motion shall address any valid objections, and MOE's counsel may, but is not required to, file an additional memorandum in response to any objections on the same date.

3. Final Approval Order. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this Settlement and:

- a. Finds that the notice under the Notice Plan satisfies the requirements of Due Process and Civil Rule 23;
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- c. Finds that Plaintiffs and Class Counsel have adequately represented the Settlement Class Members;
- d. Finds that each Settlement Class Member shall be bound to this Settlement Agreement, including the release in Section XI;
- e. Approves this Settlement;
- f. Dismisses on the merits with prejudice all claims of the Settlement Class Members asserted in this Action and subject to the Release in this Settlement Agreement; and
- g. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

#### **XI. RELEASE OF CLAIMS**

1. Release. As of the Effective Date, Plaintiffs and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, predecessors-in-interest, and assigns hereby release, resolve, relinquish, and discharge forever each of the Released Parties and their respective directors, officers, employees, heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, parents, subsidiaries, predecessors-in-interest, insurers, reinsurers, and assigns from each of the Released Claims as defined below.

2. Released Claims. The Plaintiffs and each Settlement Class Member release all claims and causes of action, whether known or unknown, alleged or arising out of the allegations in the Amended Complaint, including but not limited to claims for breach of contract, insurance bad faith, and declaratory judgment, as well as claims under the Washington Consumer Protection Act, RCW 19.86 *et seq.*

#### **XII. TERMINATION OF AGREEMENT**

1. The Parties' Right to Terminate Settlement. The Parties shall have the right to unilaterally terminate this Settlement Agreement by providing written notice of their/its election to do so to the other Parties within fourteen (14) days of any of the following events:

- a. The Court rejects, materially changes or modifies, or declines preliminary or final approval of the Settlement Agreement. A material change or modification shall include a change to the Settlement Fund or the Released Claims; provided, however, the Settlement Agreement may not be terminated on the basis that the Court did not award any service



award or attorneys' fee award or that the Court awarded a lesser service award or attorneys' fee award than requested;

- b. An appellate court reverses the Final Approval Order;
- c. The Effective Date does not occur;
- d. A Party or its counsel breaches the terms of this Settlement Agreement prior to the Effective Date; or
- e. More than five percent of the Class Members opt out.

2. In the event this Settlement Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Settlement Agreement and this Settlement Agreement shall otherwise be null and void.

### **XIII. NO ADMISSION OF LIABILITY**

1. Denial of Liability. MOE denies any liability or wrongdoing of any kind in connection with the claims alleged in this Action. MOE has denied and continues to deny each and every material factual allegation in this Action. Nothing in this Settlement Agreement and all acts performed in furtherance of this Settlement Agreement shall constitute an admission by MOE of wrongdoing or liability in this Action. Nothing in this Settlement Agreement and all acts performed in furtherance of this Settlement Agreement shall constitute an admission by MOE of the truth of any factual allegations in this Action. While MOE denies any liability, MOE has concluded that further litigating this Action would be expensive and a waste of time and resources. Thus, MOE has concluded that it is desirable to fully and finally settle this Action.

2. Evidence Rule 408. This Settlement Agreement and any related documents filed or created in connection with this Settlement Agreement shall be inadmissible as evidence in any proceeding under ER 408, except as necessary to approve, interpret, or enforce this Settlement Agreement.

### **XIV. GENERAL PROVISIONS**

1. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties.

2. Jurisdiction. This Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Settlement Class Members, and the administration and enforcement of this Settlement Agreement.

3. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

4. Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement Agreement.

5. No Oral Modifications. This Settlement Agreement may not be amended or modified in any manner except by a writing signed by MOE, Plaintiffs, and Class Counsel, and approved by the Court.

6. No Assignment. No party to this Settlement Agreement has heretofore assigned, transferred, or granted, or attempted to assign, transfer, or grant, any of the claims or causes of action disposed of by this Settlement Agreement.

7. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

8. Resolution of Disputes. Any disputes regarding the administration of this Settlement Agreement that the Parties cannot resolve between themselves will be decided by the Court.

9. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Notices. All notices to counsel provided herein shall be sent by electronic mail with a hard copy sent by overnight mail to:

As to Plaintiffs and Settlement Class Members:

TERRELL MARSHALL LAW GROUP PLLC  
Beth E. Terrell  
Email: bterrell@terrellmarshall.com  
Blythe H. Chandler  
Email: bchandler@terrellmarshall.com  
Ryan Tack-Hooper  
Email: rtack-hooper@terrellmarshall.com  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
Telephone: (206) 816-6603


As to MOE:

DAVIS WRIGHT TREMAINE LLP  
Steven Caplow  
Email: stevencaplow@dwt.com  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
Telephone: (206) 757-8018

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this


Settlement Agreement and Release to be executed on the dates shown below.

JENIFER K. DEMARE

By:   
Jenifer DeMarre (Nov 4, 2022 15:53 PDT)  
\_\_\_\_\_  
Plaintiff

Nov 4, 2022  
\_\_\_\_\_  
Date

RYAN A. DEMARRE

By:   
Ryan DeMarre (Nov 4, 2022 15:54 PDT)  
\_\_\_\_\_  
Plaintiff

Nov 4, 2022  
\_\_\_\_\_  
Date

MUTUAL OF ENUMCLAW INSURANCE COMPANY

By: \_\_\_\_\_  
Defendant

\_\_\_\_\_  
Date

ENUMCLAW PROPERTY AND CASUALTY INSURANCE COMPANY

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Settlement Agreement and Release to be executed on the dates shown below.

JENIFER K. DEMARE

By: \_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

RYAN A. DEMARRE

By: \_\_\_\_\_  
Plaintiff

\_\_\_\_\_

MUTUAL OF ENUMCLAW INSURANCE COMPANY

By: *Robert Holms* v/claims  
Defendant

11/8/2022  
Date

ENUMCLAW PROPERTY AND CASUALTY INSURANCE COMPANY

By: *Robert Holms* v/claims  
Defendant

11/8/2022  
Date

# **Exhibit A**

**COURT AUTHORIZED LEGAL NOTICE.**

**YOU MAY BE ENTITLED TO A  
PAYMENT. THIS IS NOT A COLLECTION  
NOTICE.**

If at any time from March 6, 2019 to March 31, 2020 your vehicle was in accident and declared a total loss, you were insured by Mutual of Enumclaw or Enumclaw Property and Casualty and you received a total loss valuation that used a deduction for typical negotiation, you may be entitled to a payment from a class action settlement in a case titled ***Demarre v. Mutual of Enumclaw Ins. Co.***, No. 21-2-10304-5 SEA

**For more information about the claims in the case and the Settlement, visit the settlement website at [www.XXXXXXXX.com](http://www.XXXXXXXX.com)**

The Settlement creates a \$550,000 Settlement Fund to be used to pay awards to Class Members, service award to the Class Representatives (up to \$15,000), attorneys' fees and costs (up to \$170,000).

**ADD RETURN INFORMATION**

*Return Service Requested*

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

**Who is a Class Member?** You are in the Class if you are or were insured by Mutual of Enumclaw Insurance Company or Enumclaw Property and Casualty Insurance Company (collectively “MOE”) with a Washington Policy in Washington State and received compensation for the total loss of your own vehicle or vehicles under your first party coverages (Coverages Part C and D) and received a settlement offer from MOE based on a total loss valuation that used a deduction for typical negotiation, and the date of loss was from March 6, 2019 to March 31, 2020.

**Settlement Awards:** Your estimated settlement award amount is \$ADD.

### **YOUR RIGHTS AND OPTIONS**

**Do Nothing. Stay in the Lawsuit. Be eligible for settlement benefits. Give up certain rights.**

If you do nothing, you will get money from the settlement, but you give up any rights to sue MOE for the same or similar legal claims based on the same set of facts as those alleged in this lawsuit. You do not have to file a claim to get a payment. If you have questions about the law firms representing the Class or other details of the settlement, or to update your address, visit the settlement website at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

**Ask to be Excluded by [DATE]. Opt-out of this lawsuit. Get no benefits from it. Keep rights.**

If you exclude yourself, you will not be eligible to receive any money or benefits that come from the settlement and you may not object. This is the only option that allows you to be part of any other lawsuit against MOE about the legal claims in this case. For more information about opting out of the lawsuit, visit the settlement website at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

**Object to the Settlement by [DATE]. Stay in this lawsuit. File a written objection to the settlement with the Court.**

If you disagree with any part of the Settlement Agreement, you may file a written objection with the Court, which will be considered at the Final Approval Hearing. If you file an objection, you may not exclude yourself from the settlement. For specific instructions on how to file an objection, visit the settlement website.

**Attend the Final Approval Hearing. The hearing is scheduled for [DATE AND TIME]. Any changes will be posted on the settlement website. YOU ARE NOT REQUIRED TO ATTEND THE HEARING TO RECEIVE BENEFITS FROM THE SETTLEMENT.** For instructions on how to file a request to speak at the hearing, visit the settlement website at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

**This Notice is only a summary. Details about the lawsuit can be found on the website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). Please do not contact the Court.**

# **Exhibit B**



SUPERIOR COURT OF THE STATE OF WASHINGTON, COUNTY OF KING  
*Demarre v. Mutual of Enumclaw Ins. Co.,*  
Case No. 21-2-10304-5 SEA

**If you were insured by Mutual of Enumclaw Insurance Company or Enumclaw Property and Casualty Insurance Company (together “MOE”) in Washington State and received compensation for the total loss of your own vehicle or vehicles under your first party coverages (Coverages Part C and D) and a settlement offer from MOE based on a total loss valuation that used a deduction for typical negotiation, and the date of the loss was from March 6, 2019 to March 31, 2020, you may be entitled to benefits from a class action settlement.**

*A Washington State court authorized this notice.*

*This is not a solicitation from a lawyer and it is not a lawsuit against you.*

- MOE has agreed to establish a \$550,000 fund from which class members will receive cash awards. The fund will also be used to pay court-ordered service awards, and attorneys’ fees and costs.
- The settlement resolves a lawsuit claiming that Mutual of Enumclaw Insurance Company violated the Washington Consumer Protection Act, RCW 19.86.010, *et seq.* (“CPA”) when it made total loss settlement offers that included a typical negotiation deduction.
- MOE does not admit to any wrongdoing and denies the allegations in Plaintiffs’ lawsuit.
- The Court presiding over the case authorized this notice of the settlement to the Class and will decide whether the proposed settlement should ultimately be approved.
- Court-appointed lawyers for the Class (“Class Counsel”) will ask the Court for a payment of up to **\$170,000.00** from the fund for their attorneys’ fees and expenses.
- The two sides disagree on whether Plaintiffs and the Class would have won at trial.
- Your estimated share of the Settlement Fund, if you do not exclude yourself, is included on the postcard notice sent to you. Please note, the amount included in the postcard notice is an estimate. The final amount may be different. Your legal rights are affected whether you act or not. Please read the information on this website carefully.
- Your options are explained on this website. To ask to be excluded, you must act **by DATE.**
- **Any questions? Read on, view the full Settlement Agreement [here](#) or call X-XXX-XXX-XXXX.**

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<p><b>DO NOTHING</b></p>	<p><b>Stay in this lawsuit. Be eligible for settlement benefits. Give up certain rights.</b></p> <p>By doing nothing, you will receive a payment from the settlement, but you give up any rights to sue MOE separately about the same or similar legal claims in this lawsuit. You do not have to file a claim to receive payment. If you did not receive a postcard but think you are in the Class, please call <b>X-XXX-XXX-XXXX</b>.</p>
<p><b>EXCLUDE YOURSELF BY DATE.</b></p>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights to sue.</b></p> <p>If you exclude yourself, you will not be eligible to receive any money or benefits that come from the settlement and you may not object. But you keep any rights to sue Mutual of Enumclaw separately about the same legal claims in this lawsuit.</p>
<p><b>OBJECT BY DATE.</b></p>	<p><b>Stay in this lawsuit. File a written objection to the settlement with the Court.</b></p> <p>If you disagree with any part of the Settlement Agreement, you may file a written objection with the Court, which the court will consider at the Final Approval Hearing. If you file an objection, you may not exclude yourself from the settlement. If the settlement is approved, you will be bound by the Settlement Agreement and you give up rights to sue Mutual of Enumclaw separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive money from the settlement.</p>
<p><b>ATTEND A HEARING ON DATE AND TIME</b></p>	<p><b>Attend the final approval hearing and ask the Court to speak.</b></p> <p>If you do not exclude yourself, you may ask to speak to the Court about the fairness of the settlement.</p>

## BASIC INFORMATION

### 1. What is this website about and why should I read it?

The purpose of this website is to let you know that a proposed settlement has been reached in the class action lawsuit titled *Demarre v. Mutual of Enumclaw Ins. Co.*, Case No. 21-2-10304-5 SEA. Judge Andrea Darvas of the King County Superior Court preliminarily approved the proposed settlement. You have legal rights and options that you may act on before the Court decides whether to grant final approval of the proposed settlement. Because your rights will be affected by this settlement, it is important that you read the information on this website carefully.

### 2. Why did I get a postcard notice?

Mutual of Enumclaw's records show that, while insured with a Washington policy issued in Washington State, you received compensation from Mutual of Enumclaw for the total loss of your own vehicle under first party coverages (Coverages Part C and D) and received a settlement offer from Mutual of Enumclaw based on a total loss valuation that used a deduction for typical negotiation. The date of the accident resulting in your total loss must be between March 6, 2019 and March 31, 2020 for you to be part of the class.

### 3. What is this lawsuit about?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Jenifer K. Demarre and Ryan A. Demarre) sue on behalf of other people who the Plaintiffs allege have similar claims. The people together are called a "Class" or "Class Members." The individuals who sued are called "Plaintiffs." The company Plaintiffs sued (in this case Mutual of Enumclaw Insurance Company) is called the "Defendant." MOE is represented by Davis Wright Tremaine LLP of Seattle, Washington. The King County Superior Court will resolve the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

The Plaintiffs claim MOE violated the Washington Consumer Protection Act, RCW 19.86.010, *et seq.* ("CPA"), breached its contracts, and acted in bad faith when it made total loss settlement offers that included a typical negotiation deduction.

The Court has certified the Class for purposes of settlement. Judge Andrea Darvas is in charge of this class action.

MOE denies the claims and denies that they have violated state law but have agreed to a settlement.

## THE SETTLEMENT

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or MOE. Instead, both sides agreed to a settlement. This avoids the cost and risk of a trial, and the people affected will benefit now from the settlement. The Plaintiffs and their attorneys think the settlement is best for all Class Members under the circumstances. MOE has not admitted fault or that it violated any laws, but MOE agrees that a settlement is in all parties' best interests.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the settlement?

You are a member of the Class if you received any compensation from the total loss of your own vehicle under first party coverages and settlement offer from Mutual of Enumclaw based on total loss valuation that used a deduction for typical negotiation where the date of loss was from March 9, 2019, to March 31, 2020.

The Settlement Classes do not include any persons who validly request exclusion from the Settlement, as described under Question 11.

If you have questions about whether you are a part of the Class, you may call X-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the settlement provide?

The settlement requires MOE to establish a Settlement Fund in the amount of \$550,000 that will be used to pay Settlement Awards to Class Members, a service award of no more than \$15,000, total, to the Class Representative, and up to \$170,000.00 in attorneys' fees and costs subject to Court approval. If the Court awards anything less than the amounts requested for service awards, or attorneys' fees and costs, then the difference shall be allocated to payment of Settlement Awards.

A list of important dates and deadlines regarding this Settlement can be found [here](#).

### 7. Will I receive a payment and how much will it be?

Settlement Class Members for whom MOE has a deliverable address will be sent a check

comprised of their Settlement Award. Class Members will receive approximately **ADD**% of the typical negotiation discount applied to their total loss settlement offer. The estimated average payment will be **\$ADD**. Your estimated award amount is listed on your postcard notice.

These are estimates. Your estimated share of the Settlement Fund may increase or decrease depending on factors such as, but not limited to, the outcome of any challenge by Class Members to the settlement and the number of Class Members who effectively exclude themselves from the settlement.

Settlement Award checks that are not cashed within 120 days after the issue date on the check will be voided.

If you request to be excluded from the settlement, you will not receive any payment from the settlement.

## HOW YOU GET A PAYMENT

### 8. How can I get a payment?

If you received a postcard notice and are eligible for a Settlement Award, you will automatically be sent your payment. **You do not need to submit a claim form or contact anyone unless you need to update your mailing address.** If you did not receive a postcard notice but believe you are in the Class, you must call **X-XXX-XXX-XXXX** to update your address.

### 9. When will I get my payment?

The Court will hold a hearing on **DATE**, to decide whether to finally approve the settlement. If the hearing date changes, this website will be updated. If the Court approves the settlement, the parties will then have to wait up to 30-days to see whether there is an appeal. An appeal can take up to a year or more to resolve. In the event of an appeal, information about the appeal's progress will be posted on this website.

If there is no appeal, Class Counsel expect the payments to be mailed within **ADD** days of the Court's approval of the settlement.

### 10. What am I giving up to receive a benefit?

Unless you exclude yourself, you will be part of the Class. That means you may not sue, continue to sue, or be part of any other lawsuit against Mutual of Enumclaw Insurance Company, Enumclaw Property and Casualty Insurance Company, or related entities regarding claims **that are the same or similar to the ones in this lawsuit.** It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available [here](#)) describes the claims you are releasing (the “Released Claims”) and against whom you are releasing claims (the “Released Parties”) in detail, so read it carefully. To summarize, the Release includes all claims under the Washington Consumer Protection Act, for breach of contract, insurance bad faith, and declaratory judgment based on your total loss vehicle insured by Mutual of Enumclaw or Enumclaw Property and Casualty. If you are currently involved in another lawsuit against the Mutual of Enumclaw or Enumclaw Property and Casualty about your total loss vehicle, or contemplating filing such a lawsuit, you should consult with your own attorney to determine whether you need to opt out of this settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue Mutual of Enumclaw in a different case, then you must remove yourself from the Class. This is called excluding yourself – or “opting out” – of the settlement.

### 11. How do I exclude myself from the settlement?

You may exclude yourself from this settlement by mail, or on-line. To exclude yourself by mail, you must send a written letter to the Class Counsel at the address provided below. Your opt-out request must include your name and address and should state that you do not want to be a Class Member. Opt-out requests must be postmarked on or before the Opt-out deadline: [XXXXXX X, XXXX](#).

Opt-out requests may be mailed to:

TERRELL MARSHALL LAW GROUP PLLC  
936 NORTH 34<sup>th</sup> STREET, SUITE 300  
SEATTLE, WASHINGTON 98103-8869  
ATTN: Demarre v. Mutual of Enumclaw

If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) MOE in the future.

### 12. If I don’t exclude myself, can I sue Mutual of Enumclaw Insurance Company for the same things later?

No. Unless you exclude yourself, you give up any right to sue MOE for the claims that this settlement resolves. If you already have a lawsuit relating to MOE, you should speak to your lawyer in that case immediately. You must exclude yourself from the Class to continue your own lawsuit based on the same facts in this case. The exclusion deadline is [XXXXXXXX X, XXXX](#).

### 13. If I exclude myself, can I get anything from this settlement?

No. You will not receive any monetary benefits if you exclude yourself and additional settlement benefits described in section 6 will not apply to you.

### THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The Court has decided that Leonard Law and Terrell Marshall Law Group PLLC are qualified to represent you and all Class Members. Together the lawyers are called “Class Counsel.”

#### The lawyers representing the Class are:

Sam Leonard  
LEONARD LAW  
3614 California Avenue SW, #151  
Seattle, Washington 98116  
<https://www.seattledebtdefense.com/>

Beth E. Terrell  
Blythe H. Chandler  
Ryan Tack-Hooper  
TERRELL MARSHALL LAW GROUP PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103  
[www.terrellmarshall.com](http://www.terrellmarshall.com)

More information about Leonard Law and Terrell Marshall Law Group PLLC, their practices, and their lawyers’ experience is available at <https://www.seattledebtdefense.com/>, and [www.terrellmarshall.com](http://www.terrellmarshall.com).

You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs out of the Settlement Fund in whatever amounts are approved by the Court. If you want your own lawyer, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to **\$170,000.00** to them for attorneys’ fees and their out-of-pocket expenses. These payments will pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also request a service award of no more than **\$15,000** for the Class Representatives to compensate them for their time and effort. Class Counsel’s complete request for fees, costs, and incentive awards to the Class Representatives will be posted to this website no later than **XXXXXXXX X, XXXX**. The Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

### 16. How do I object to the settlement?

If you are a Class Member and you do not exclude yourself from the Class, you may object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. The Court cannot change the terms of the settlement. The Court can only approve or deny the settlement.

To object, you must file your objection through electronic court filing or by mailing a written letter to the Court at the address provided below. The letter must include:

(1) the following case name and number: *Demarre v. Mutual of Enumclaw Ins. Co., No. 20-2-09220-7 SEA*;

(2) your name, address, telephone number, and email address, and if represented by counsel, of your counsel; and

(3) your specific objections to the settlement (i.e., why you think the Court should not approve the settlement).

The objection must be postmarked no later than         . If the settlement is approved, you will still be eligible to receive a payment under the settlement.

Objections to the settlement must be filed with the Court by mailing your letter to:

King County Superior Court  
Clerk's Office  
516 Third Avenue, Room E-609  
Seattle, WA 98104

### 17. What is the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the Settlement and asking the Court to reject it. You can object only if you stay in the Class. Excluding yourself from the settlement is telling the Court that you don't want to be part of the Class. If you exclude yourself, you may not object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 18. When and where will the Court hold a hearing on the fairness of the settlement?



The Court will hold a Final Approval Hearing at **DATE**, at the King County Superior Court, 516 Third Avenue, Seattle, WA 98104. If this hearing is conducted by remote means, this website will be updated with information for participating remotely. The purpose of this hearing is for the Court to determine whether the settlement should be approved because it is fair, reasonable, adequate, and in the best interest of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**Note:** The date and time of the fairness hearing are subject to change by Court order. Any changes will be posted on this website.

### **19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection you don't have to come to the Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

### **20. May I speak at the hearing?**

If you do not exclude yourself from the Class, you may ask the Court for permission for you or your attorney to speak at the hearing concerning any part of the Settlement Agreement. If you filed an objection (see Question 16 above) and intend to appear at the hearing, please send a letter saying that it is your "Notice of Intention to Appear" in *Demarre v. Mutual of Enumclaw Ins. Co.*, No. 20-2-09220-7 SEA. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. If you are represented by your own attorney, he or she must file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Your Notice of Intention to Appear should be received at the address in Question 16, no later than ten (10) days before the hearing date, **XXXXX, 2023**. You cannot speak at the hearing if you exclude yourself.

## **IF YOU DO NOTHING**

### **21. What happens if I do nothing at all?**

If you do nothing, you will be a member of the Class and you will be eligible to receive settlement benefits if the Court approves the settlement.

## GETTING MORE INFORMATION

### 22. Are more details about the settlement?

This website summarizes the proposed settlement and includes links to some of the important documents in this case. More details are in the Settlement Agreement. You may review the Settlement Agreement [here](#). You can also get a copy of the Settlement Agreement by writing to the Class Administrator at the address below.

### 23. How do I get more information?

First review all the information on this website. If you still have questions, you can call X-XXX-XXX-XXXX toll free or write to Class Counsel at, Terrell Marshall Law Group PLLC, 936 North 34<sup>th</sup> Street, Suite 300, Seattle, WA 98103-8869.

### 24. What is the contact information for Class Counsel?

TERRELL MARSHALL LAW GROUP PLLC  
936 NORTH 34th STREET, SUITE 300  
SEATTLE, WASHINGTON 98103-8869

PLEASE DO **NOT** CONTACT THE COURT, THE JUDGE, OR MOE WITH QUESTIONS ABOUT THE SETTLEMENT.