

THE HONORABLE WILLIAM L. DIXON V
Department 46
Hearing Date: July 17, 2026, 9:00 a.m.
With Oral Argument

IN THE SUPERIOR COURT OF THE STATE WASHINGTON
COUNTY OF KING

EPIC HOMEOWNERS ASSOCIATION, a
Washington limited liability company;
BAYVIEW ON THE LAKE CONDOMINIUM
OWNERS ASSOCIATION, a Washington
nonprofit corporation; ARBORETUM AT VISTA
PARK CONDOMINIUM ASSOCIATION, a
Washington nonprofit corporation; THE VINE
BUILDING OWNERS ASSOCIATION, a
Washington nonprofit corporation; and THE
COSMOPOLITAN CONDOMINIUM OWNERS'
ASSOCIATION, a Washington nonprofit
corporation, all individually and on behalf of
similarly situated entities,

Plaintiffs,

v.

MARK HOLMES and J. DOE HOLMES, and the
marital community comprised thereof;
KAPPES MILLER MANAGEMENT, LLC, a
Washington limited liability company; YATES,
WOOD & MCDONALD, INC., a Washington
corporation; ECONDOSERVICES.COM, LLC, a
Washington limited liability company;
ASSOCIATION UNDERWRITERS OF
WASHINGTON, LLC, a Washington limited
liability company; DOE ENTITIES 1-20; and
KELLY SZETO and J. DOE SZETO, and the
marital community comprised thereof,

Defendants.

NO. 23-2-10294-1 SEA

~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT,
AWARDING ATTORNEYS' FEES,
LITIGATION COSTS, SERVICE AWARDS,
AND SETTLEMENT ADMINISTRATION
EXPENSES AND ENTERING JUDGMENT

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT,
AWARDING ATTORNEYS' FEES, LITIGATION COSTS, SERVICE AWARDS, AND
SETTLEMENT ADMINISTRATION EXPENSES AND ENTERING JUDGMENT
Case No. 23-2-10294-1 SEA

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1 THIS MATTER came before the Court on Plaintiffs' Motion for Final Approval of Class
2 Settlement and Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards.

3 Prior to ruling, the Court considered the following:

- 4 1. Plaintiffs' Motion for Final Approval of Class Settlement;
- 5 2. Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards;
- 6 3. Declaration of Blythe H. Chandler in Support of Plaintiffs' Motion for Final
7 Approval of Class Settlement;
- 8 4. Declaration of Michelle Kennedy Regarding Notice Administration;
- 9 5. Declaration of Blythe H. Chandler in Support of Plaintiffs' Motion for Attorneys'
10 Fees, Litigation Costs, and Service Awards;
- 11 6. Declaration of Isaac Ruiz in Support of Plaintiffs' Motion for Attorneys' Fees,
12 Litigation Costs, and Service Awards;
- 13 7. Declaration of Grayson Deitering in Support of Plaintiffs' Motion for Attorneys'
14 Fees, Litigation Costs, and Service Awards;
- 15 8. Declaration of Michael Fitzgerald in Support of Plaintiffs' Motion for Attorneys'
16 Fees, Litigation Costs, and Service Awards;
- 17 9. Declaration of Tom Ichelson in Support of Plaintiffs' Motion for Attorneys' Fees,
18 Litigation Costs, and Service Awards;
- 19 10. Declaration of Priscilla Stoyanof in Support of Plaintiffs' Motion for Attorneys'
20 Fees, Litigation Costs, and Service Awards; and
- 21 11. Declaration of Michael Hunsinger in Support of Plaintiffs' Motion for Attorneys'
22 Fees, Litigation Costs, and Service Awards.

23 A final approval hearing to determine the fairness, reasonableness, and adequacy of the
24 settlement was held before the Court via Zoom on July 17, 2026.

25 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

- 26 1. Unless otherwise provided herein, all capitalized terms in this Order shall have
27 the same meaning as set forth in the Settlement Agreement & Release, attached as Exhibit 1 to

1 the Declaration of Blythe H. Chandler in support of Plaintiffs' Unopposed Motion for
2 Preliminary Approval of Class Settlement. Sub. No. 193.

3 2. The Court finds that notice to the Class has been completed in conformity with
4 the Court's Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class
5 Settlement. Sub. No. 194.

6 3. The Court finds that the forms of notice and procedures implemented: (i) were
7 the best practicable notice; (ii) were reasonably calculated, under the circumstances, to inform
8 Class Members of their right to object to the Settlement Agreement, to exclude themselves
9 from the Settlement Agreement, and to appear at the Final Approval Hearing; (iii) were
10 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to
11 receive notice; and (iv) met all applicable requirements of Washington's Rules of Civil
12 Procedure and Due Process.

13 4. Following completion of the notice program, no Class Members have excluded
14 themselves from the Settlement Class.

15 5. Following completion of the notice program, no objections to the settlement
16 have been received.

17 6. The Court finds it has personal and subject matter jurisdiction over all claims
18 asserted in this litigation with respect to all Class Members.

19 7. The Court has certified the following Settlement Class under CR 23:
20 All condominium or homeowners associations that: (a) had a
21 property management relationship with Kappes Miller, Yates
22 Wood, eCondoServices; (b) within four years before June 6, 2023,
23 purchased insurance through AUW; (c) paid a broker fee as a part
24 of the "premium," which made the "premium" greater than the
25 actual consideration owed for an insurance contract or renewal as
26 shown on the declaration pages of the relevant insurance policy,
27 and (d) who did not otherwise receive and sign a compensation
disclosure form disclosing a broker fee.

8. The class period means the period of time from January 1, 2019, through
December 31, 2023.

1 9. In connection with this certification, the Court has made the following findings:

2 a. The Class is sufficiently numerous to meet the requirement of CR
3 23(a)(1);

4 b. The case satisfies the commonality requirements of CR 23(a)(2) and the
5 predominance and superiority requirements of CR 23(b)(3) for settlement purposes;

6 c. Plaintiffs' claims are typical of the Class; and

7 d. Plaintiffs and Class Counsel are capable of fairly and adequately
8 protecting the interests of the Class;

9 10. The Court has appointed Plaintiffs as Class Representatives. Plaintiffs' claims are
10 typical of the claims of the Class under Civil Rule 23(a)(3) for settlement purposes, and Plaintiffs
11 satisfy the adequacy of representation requirement of Civil Rule 23(a)(4) for settlement
12 purposes because their interests are coextensive with, and not antagonistic to, the interests of
13 the Class.

14 11. The Court approves Terrell Marshal Law Group PLLC and Ruiz & Smart LLP as
15 Class Counsel.

16 12. The terms set forth in the Settlement Agreement & Release, including a
17 Settlement Fund of \$1,265,000, are approved as fair, adequate, and reasonable in light of the
18 degree of recovery obtained in relation to the risks faced by the Class and are consistent and in
19 compliance with the applicable provisions of the law. The relief provided to the Class under the
20 Settlement Agreement & Release is appropriate as to the individual members of the Class and
21 as a whole.

22 13. In *Bowles v. Department of Retirement Systems*, 121 Wn.2d 52, 72, 847 P.2d 440
23 (1993), the Washington Supreme Court held that the "percentage of recovery approach is used
24 in calculating fees" for common fund class action settlements like this one. The typical range for
25 attorneys' fees awarded in common fund class action settlements is between 20 and 30
26 percent. *Bowles*, 121 Wn.2d at 72 (noting that fee awards for common fund cases are often in
27

1 range of 20 to 30 percent). Settlement Class Counsel seek an attorney fee award of 33.3
2 percent of the common fund.

3 14. The settlement notices issued to Class Members in this case indicated that
4 Settlement Class Counsel would request up to \$461,245 in combined attorneys' fees and costs.
5 Class Counsel posted Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards
6 to the Settlement Website within one business day of Class Counsel's filing of the motion; and
7 the Settlement Administrator has not received any objections to the requested amount.

8 15. The Court finds that an attorney fee award of 33.3 percent of the common fund
9 is fair and reasonable for this settlement. The Court therefore approves the payment of
10 \$421,245 in attorneys' fees to Class Counsel based on the "percentage of recovery" approach.
11 The approved attorney fee award is 33.3 percent of the \$1,265,000 common fund, is consistent
12 with the range of reasonableness set forth in *Bowles*, and is consistent with fee awards in other
13 class actions. The Court reaches the conclusion that the 33.3 percent fee award to Class
14 Counsel is reasonable after analyzing (1) the substantial financial recovery for Settlement Class
15 Members; (2) the diligent effort utilized by Class Counsel in litigating the claims; (3) Class
16 Counsel's substantial experience in consumer protection class action litigation and the skill
17 necessary to achieve the settlement; (4) the hurdles to obtaining certification of the Class,
18 establishing Defendants' liability, and proving damages at trial; (5) the substantial risks Class
19 Counsel took in litigating this case on a contingency basis and paying all costs; (6) the high-
20 quality work Class Counsel performed; and (7) the duration and complexity of the litigation and
21 scope of discovery.

22 16. The Court finds that the fee award amount is supported by the fact that Class
23 Counsel's lodestar is less than the requested award. Class Counsel calculated their lodestar
24 using the following hourly rates, which the Court finds are reasonable: \$540 to \$750 for
25 partners, \$350 to \$400 for associates, \$210 to \$350 for paralegals, and \$150 to \$200 for
26 litigation assistants.

1 17. For common fund settlements, reasonable litigation costs incurred by attorneys
2 for a class are awarded in addition to percentage fee awards. *See Bowles*, 121 Wn.2d at 70. The
3 settlement notices issued to Class Members in this case indicated that Settlement Class Counsel
4 would request up to \$461,245 in combined attorneys' fees and costs; Class Counsel posted
5 Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards to the Settlement
6 Website within one business day of Class Counsel's filing of the Motion; and the Settlement
7 Administrator has not received any objections to the requested amount. Accordingly, the Court
8 approves payment of \$40,000 in litigation costs to Class Counsel as fair and reasonable to
9 reimburse Class Counsel for the relevant and necessary costs incurred.

10 18. The Court approves payment of \$3,600 from the common fund to the
11 Settlement Administrator, Simpluris, Inc. This payment is fair and reasonable to compensate
12 the Settlement Administrator for its work and costs incurred in administering the settlement.

13 19. The Court approves a Settlement Class Representative Service Award of \$30,000
14 to each Plaintiff. These awards reasonably compensate Plaintiffs for their advocacy on behalf of
15 all Class Members. Plaintiffs assisted counsel with their investigation and complaint drafting,
16 collected documents and ESI responsive to Defendants' discovery requests, provided
17 declarations in support of class certification, reviewed analysis of class damages before and
18 after mediation, participated in mediation and settlement negotiations, and were prepared to
19 have their depositions taken and to testify at trial.

20 20. Each Settlement Class Member shall be paid a single Settlement Award
21 calculated pro rata as described in Section V.1 of the Settlement Agreement & Release after
22 deduction of the Court-approved Service Awards, Settlement Administration Costs, and
23 Attorneys' Fees and Litigation Costs.

24 21. The Effective Date shall be the fifth day after the later of either (a) the final
25 disposition of any appeals from or review of the Final Approval Order or (b) in the case of no
26 appeal or review being filed, expiration of the applicable appellate period.

22. Within ten (10) days from the Effective Date, Defendants will pay the Settlement Administrator the full amount of the Settlement Fund (\$1,265,000) by check or wire transfers in accordance with the directions of the Settlement Administrator.

23. Within two (2) days after receiving the Settlement Fund deposit from Defendants, the Settlement Administrator shall issue the attorney's fees and litigation costs awarded by the Court from the Settlement Fund to Class Counsel.

24. Within ten (10) days after receiving the Settlement Fund deposit from Defendants, the Settlement Administrator shall issue the approved service awards from the Settlement Fund to Plaintiffs.

25. Within thirty (30) days after the Effective Date, the Settlement Administrator shall issue the Settlement Award to Settlement Class Members.

26. Settlement Class Members shall have ninety (90) days from the date on the check to cash their Settlement Award check, otherwise the check shall be voided. If it is feasible to pay the costs of a second distribution and make payments of at least \$20 to each Settlement Class Member, then the administrator shall make a second distribution to Settlement Class Members who redeemed their first payment. Second distribution payments shall be valid for 45 days from issuance.

27. If there are undistributed amounts remaining in the Settlement Fund after the check-cashing periods described in Section V.6 of the Settlement Agreement and Release, the parties agree that these amounts shall be paid to *cy pres* recipients as follows: 50% to the Legal Foundation of Washington and 50% to the Northwest Consumer Law Center.

28. The Release of Claims set forth in Section XI of the Settlement Agreement & Release is incorporated here by reference.

29. All Settlement Class Members, including Plaintiffs, are bound by the terms of the Settlement Agreement & Release, including the Release of Claims in Section XII of the Settlement Agreement. As of the Effective Date, the settlement constitutes a full and final

1 settlement and release of the following "Released Claims," as defined in Section XI.2 of the
2 Settlement Agreement:

3 Released Claims means all claims that have been or could have
4 been brought against Defendants, and its insurer, based on the
5 facts asserted in the Class Action Complaint filed on June 6, 2023,
6 including expressly any claims relating in any way to the
7 compensation to, actions of, or disclosures by Defendants. The
8 scope of the Class release shall be limited to claims arising during
9 the Class period, which is from January 1, 2019, to December 31,
10 2023. Defendants shall release Plaintiffs, and all of their current
and former officers and directors, from all claims arising from or
relating to this action or claims and defenses asserted therein,
including claims for indemnification or payment of attorneys' fees
or costs .

11 30. The parties and their counsel shall implement and consummate the Settlement
12 Agreement & Release according to its terms and provisions, including all payments to be made
13 under the Settlement Agreement & Release and this Order.

14 31. This Court hereby dismisses the matter with prejudice and without attorneys'
15 fees or costs to any party, except as otherwise provided in the Settlement Agreement &
16 Release and this Order.

17 32. This ruling constitutes the final determination of the rights of the parties in the
18 action and is thus a judgment under CR 54(a) and CR 58 that is binding on the settling parties
19 and the Settlement Class Members who have not been excluded.

20 33. The Court retains jurisdiction over the parties, the Settlement Class Members,
21 and the Settlement with respect to all matters relating to administration, consummation,
22 enforcement, and interpretation of the Settlement Agreement & Release and this Order, to
23 ensure that all payments and other actions required by the Settlement Agreement & Release
24 are properly carried out, and for any other purpose the Court deems necessary.

25 Based on the foregoing, IT IS HEREBY ORDERED THAT Plaintiffs' Motion for Final
26 Approval of Class Settlement and Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and
27 Service Awards are GRANTED and the case is DISMISSED WITH PREJUDICE

1 IT IS SO ORDERED.

2 DATED this 17th day of July, 2026.

3
4 
5 THE HONORABLE WILLIAM L. DIXON V

6 Presented by:

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