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

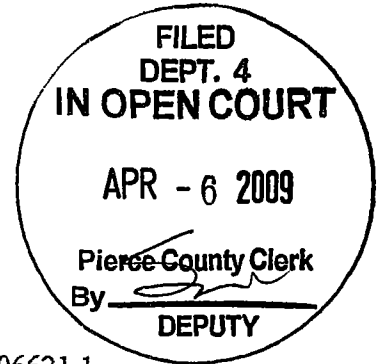
CARLY ROSE, AUDREY BAKER, and  
JACKIE BAKER, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

vs.

NATIONWIDE MUTUAL INSURANCE  
COMPANY, an Ohio corporation, and  
NATIONWIDE MUTUAL FIRE  
INSURANCE COMPANY, an Ohio  
corporation,

Defendants.



No. 02 2 06621 1

**FINAL JUDGMENT AND  
ORDER APPROVING  
SETTLEMENT**

**FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT  
AND DISMISSING CLAIMS OF CLASS MEMBERS WITH PREJUDICE**

This matter came before the Court on April 6, 2009. The Court having considered the Stipulation of Settlement, comments received regarding the proposed settlement, the record in the above-captioned action (the "Action"), the evidence presented and the arguments and authorities presented by counsel, and for good cause appearing,

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Court, for purposes of this Final Judgment and Order Approving Settlement and Dismissing Claims of Class Members with Prejudice ("Final Judgment") adopts the capitalized terms and their definitions set forth in the Stipulation of Settlement. The Court has jurisdiction over the subject matter of the Action, the Named Plaintiffs, the Class Members and Defendants.

1           2.       The Court finds that the notice to the Class of the pendency of the Action and of  
2 this Settlement, via mailed and publication notice as provided by the Stipulation of Settlement  
3 and by this Court's Order of Preliminary Approval, dated December 30, 2008, constituted the  
4 best notice practicable under the circumstances to all Persons within the definition of the  
5 Settlement Class, and fully complied with the requirements of due process and of all applicable  
6 statutes and laws.  
7

8           3.       The Court finds that the terms contained within the Stipulation of Settlement are  
9 in all respects fair, reasonable, adequate, just, and in compliance with all applicable requirements  
10 of CR 23, the Washington State Rules of Civil Procedure, Washington law and the Washington  
11 and United States Constitutions (including the Due Process Clause), and all other applicable  
12 laws, and in the best interests of the parties and the Class. Accordingly, the Court directs the  
13 parties and their counsel to implement and consummate the settlement in accordance with the  
14 terms and conditions of the Stipulation of Settlement.  
15

16                   C.     Plaintiff Class

17           4.       Pursuant to CR 23, the Settlement Class as finally certified shall consist of: each  
18 Person who, during the period from April 5, 1996, to December 30, 2008, meets the following  
19 criteria:  
20

- 21           (a)     was insured under a personal lines automobile insurance policy  
22 providing uninsured motorist property damage coverage or underinsured  
23 motorist property damage coverage (hereinafter collectively referred to  
24 as "UMPD" coverage) issued by Nationwide;  
25           (b)     was involved in an accident with an underinsured, uninsured, or hit and  
26 run motorist and reported this type of claim between April 5, 1996 and  
27 the date of preliminary court approval of this Stipulation;  
28           (c)     for whom the sum of claim payments made by Nationwide under any  
property damage coverage for vehicle repairs exceeded \$1000;  
             (d)     whose vehicle was less than 6 years old at the time of loss;

- 1 (e) whose vehicle had less than 90,000 miles at the time of loss; and  
2 (f) whose vehicle suffered structural (frame) damage and/or required body  
3 work.  
4 (g) Notwithstanding the criteria set forth in sub-sections (a) - (f) above, the  
5 following claims are excluded from the Settlement Class:  
6 (i) claims resulting in total losses;  
7 (ii) claims for damage to leased, non-owned or temporary  
8 substitute vehicles;  
9 (iii) claims limited to (i) glass repair or replacement; (ii) tire  
10 replacement, or (iii) sound systems repair or replacement,  
11 or (iv) any combination of (i) (ii) and (iii) only;  
12 (iv) claims identified as closed without payment by  
13 Nationwide;  
14 (v) claims in which the policyholder was paid for diminished  
15 value in addition to the cost of repair;  
16 (vi) claims involving vehicles that, prior to the accident at  
17 issue, had been involved in any other accident.  
18 (vii) the Nationwide Entities, all present or former officers  
19 and/or directors of the Nationwide Entities, Class  
20 Counsel, the Judge of this Court, the Judge's family,  
21 Nationwide's counsel of record, and all Persons who  
22 make a timely and valid election to be excluded from the  
23 Settlement Class in accordance with the provisions of the  
24 Individual Notice and/or Summary Notice.

25 5. For settlement purposes only, the Settlement Class as certified satisfies all the  
26 requirements contained in CR 23, the Washington and United States Constitutions, and any other  
27 applicable law.

28 6. In certifying, for settlement purposes only, this Action as a class action, the  
29 Court hereby finds that:

- 30 (a) the members of the Settlement Class are so numerous that joinder of all  
31 Settlement Class members in this Action is impracticable;

1 (b) there are questions of law and fact common to the members of the  
2 Settlement Class;

3 (c) the claims of the named plaintiffs are typical of the claims or defenses of  
4 the Settlement Class;

5 (d) the questions of law and fact common to members of the Settlement  
6 Class predominate over any questions affecting only individual members of the class;

7 (e) a class action was and is superior to other available methods for the fair  
8 and efficient adjudication of the controversy, considering, inter alia: (i) the interests of  
9 members of the Settlement Class in individually controlling the prosecution or defense  
10 of separate actions; (ii) the extent and nature of any litigation concerning the  
11 controversy already commenced by or against members of the Settlement Class; (iii) the  
12 desirability or undesirability of prosecuting the litigation of these claims in this  
13 particular forum; and (iv) the difficulties likely to be encountered in the management of  
14 the class action; and  
15

16 (f) the Named Plaintiffs and Class Counsel have fairly and adequately  
17 protected the interests of the Settlement Class.  
18

19  
20 **D. Relief To The Class**

21 7. Nationwide shall provide relief to the Settlement Class in the form and in the  
22 manner specified in the Stipulation of Settlement.

23  
24 **E. Applicability**

25 8. The provisions of this Final Judgment are applicable to and binding upon and  
26 inure to the benefit of each party to the Action (including each Class Member).

27 9. To the extent permitted by law and without affecting the other provisions of this  
28 Final Judgment, this Final Judgment is intended by the parties and the Court to be res judicata

1 and to prohibit, enjoin and preclude any prior, concurrent or subsequent litigation brought  
2 individually, or in the name of, and/or otherwise on behalf of the Named Plaintiffs or any Class  
3 Member, with respect to any and all claims, rights, demands, actions, causes of action, suits,  
4 debts, liens, contracts, liabilities, agreements, costs, expenses or losses arising out of or relating  
5 to the Released Claims, as defined in the Stipulation of Settlement.  
6

7 10. All persons who are included within the definition of the Class and who did not  
8 properly file requests for exclusion are therefore bound by this Final Judgment and by the  
9 Stipulation and are conclusively deemed to have fully, finally and forever settled and released all  
10 Released Claims, as defined in the Stipulation of Settlement, against the Released Persons.  
11

12 F. Attorneys' Fees, Reimbursement Of Expenses  
13 And Class Representative Fee

14 11. Nationwide shall, within ten (10) business days after the Effective Date, deliver  
15 to Class Counsel, at the address set forth below, a check payable to Reich and Binstock, LLP  
16 Trust Account, delivered to Debra Brewer Hayes, Reich and Binstock, LLP, 4265 San Felipe,  
17 Ste. 1000, Houston, Texas 77027 unless other delivery instructions are provided to  
18 Nationwide's counsel in writing by Debra Brewer Hayes, in the amount of  
19 \$8,760,000.00 [subject to terms set forth in the Stipulation], as attorneys' fees and  
20 costs. The Court approves class representative incentive awards of \$5,000<sup>00</sup> each, to be  
21 paid by separate check to Carly Rose and Jackie and Audrey Baker.  
22

23 G. General Provisions

24 12. The Effective Date of the settlement is the date, and shall have the meaning  
25 ascribed to that term, set forth in the Stipulation of Settlement.  
26

27 13. The provisions of this Final Judgment are entered as a result of an agreement and  
28 stipulation of the parties. The parties' Stipulation of Settlement and this Final Judgment are not

*MS  
see*

*MS  
see*

1 intended to be, and shall not be construed as, any admission, express or implied, of any fault,  
2 liability or wrongdoing by Nationwide.

3 14. With respect to persons having requested exclusion from the Settlement Class,  
4 or any other person seeking to litigate with Nationwide over any of the Released Claims or to  
5 represent any form of opt-out class from this Settlement, Class Counsel has stipulated, and the  
6 Court agrees, that any representation, encouragement, solicitation or other assistance, including  
7 but not limited to referral to other counsel, of or to any person having requested exclusion from  
8 the Settlement Class or any other person seeking to litigate with Nationwide over any of the  
9 Released Claims or to represent any form of opt-out class from this Proposed Settlement, could  
10 place Class Counsel in an untenable conflict of interest with the Settlement Class. Accordingly,  
11 Class Counsel and their respective firms are henceforth prohibited (only to the extent that it is  
12 otherwise not violative of any applicable professional rules) from representing, encouraging,  
13 soliciting or otherwise assisting, in any way whatsoever (including but not limited to referrals  
14 to other counsel) any person in requesting exclusion from the Settlement Class, except that  
15 suggesting to any such person the option of obtaining separate counsel, without specifically  
16 identifying options for such counsel, shall be permitted under the terms of this provision.  
17 Additionally, Class Counsel and their respective firms are henceforth prohibited (only to the  
18 extent that it is otherwise not violative of any applicable professional rules) from representing,  
19 encouraging, soliciting or otherwise assisting, in any way whatsoever, any person having  
20 requested exclusion from the Settlement Class, or seeking to represent any form of opt-out  
21 class from this Settlement, or any other person, in any subsequent litigation that person may enter  
22 into with Nationwide regarding the Released Claims or any related claims, except that  
23 suggesting to any such person the option of obtaining separate counsel, without specifically  
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1 identifying options for such counsel, shall be permitted under the terms of this provision.

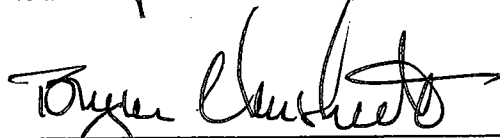
2 15. As of the Effective Date, by operation of the entry of the Final Judgment, each  
3 Settlement Class Member shall be deemed to have fully released, waived, relinquished and  
4 discharged, to the fullest extent permitted by law, all Released Claims (including Unknown  
5 Claims) that the Settlement Class Members may have against the Released Persons, all as  
6 defined in the Stipulation of Settlement.  
7

8 16. Jurisdiction is retained by this Court for the specific purpose of enabling any  
9 party to this Final Judgment to apply to the Court at any time for such further orders and  
10 directions as may be necessary and appropriate for the construction or carrying out of this Final  
11 Judgment, for enforcement of compliance herewith, and the punishment of violations hereof,  
12 any suit, action, proceeding or dispute arising out of or relating to the Stipulation and this Final  
13 Judgment.  
14


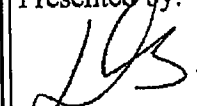
15 17. All of the claims in this Action shall be and hereby are DISMISSED with  
16 prejudice and without leave to amend.  
17

18 **IT IS SO ORDERED.**

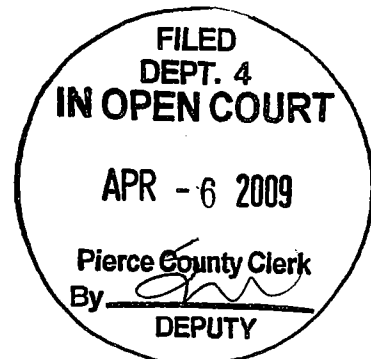
19 Dated this 6<sup>th</sup> day of April, 2009.  
20

21 

22 The Honorable Bryan E. Chushcoff  
23 Superior Court Judge

24 Presented by:   
25  WSBA # 15642

26 Debra Brewer Hayes  
27 Reich & Binstock, LLP  
4265 San Felipe, Suite 1000  
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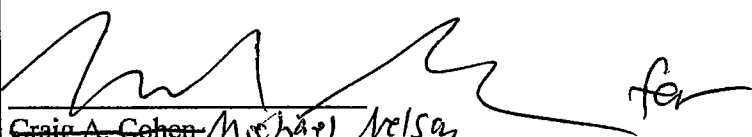
Houston TX 77027  
*Class Counsel*

Elaine A. Ryan  
Patricia N. Syverson  
Bonnett, Fairbourn, Friedman & Balint, P.C.  
2901 N. Central Avenue, Suite 1000  
Phoenix, AZ 85012

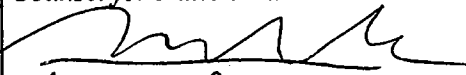
Van Bunch  
Bonnett, Fairbourn, Friedman & Balint, P.C.  
57 Carriage Hill  
Signal Mountain, Tennessee 37377  
*Class Counsel*

Stephen M. Hansen  
Loweberg, Lopez & Hansen, P.S.  
Suite 450, Commerce Building  
950 Pacific Avenue  
Tacoma WA 98402-4441  
*Class Counsel*

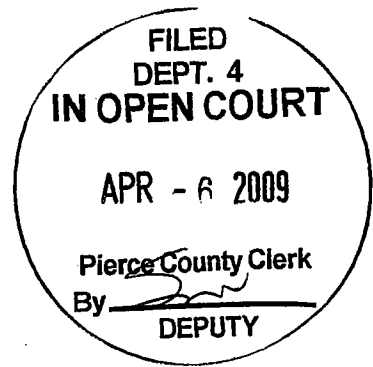
David Futscher  
Parry, Deering, Futscher & Sparks PSC  
411 Garrard St.  
Covington, Kentucky 41012  
*Class Counsel*



~~Craig A. Cohen~~ Michael Nelson  
Nelson Levine de Luca & Horst, L.L.C.  
518 Township Line Road  
Suite 300  
Blue Bell, PA 19422  
*Counsel for Nationwide*

  
Michael Rosen  
#16423

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

STEPHEN LAUGHLIN, JAMES POPWELL,  
and VICKI WILEY and on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

ALLSTATE INSURANCE COMPANY, and  
ALLSTATE INDEMNITY COMPANY,

Defendants.

NO. 02-2-10380-0

EXCLUSION ROSTER

Re: Rose v. Nationwide Valid Exclusions through March 20, 2009

Below is a list of the 34 valid exclusions received by the exclusion deadline date of March 20, 2009.

Opt Out No.	First Name 1	Last Name 1	First Name 2	Last Name 2	Address	City	State	Zip Code
1	JAMES	BELL			PO BOX 1168	IVA	SC	29655-1168
2	JAMES	BROWN	EARLENE	BROWN	647 PENGUIN DR	DALLAS	TX	75241-1017
3	EMMA	MUSSELMAN			PO BOX 93	OCOQUAN	VA	22125-0093
4	RICHARD	BROWN			182 MAPLEHURST LN	BLUFF CITY	TN	37618-1509
5	COSTELLA	YURKOVICH			137 RED OAKS DR	STAUNTON	VA	24401-9102
6	CHARLES	MCDEVITT			1322 COCHRANE WOODS LN	MATTHEWS	NC	28105-4160
7	JAMES	NEAL			202 POPLAR LOOP	PETAL	MS	39465-9560
8	JEAN	MCMURRY			5301 YOUNG DR	THE COLONY	TX	75056-4504
9	ROBY	HICKS			2561 HIGHWAY 81 N	JONESBOROUGH	TN	37659-3609
10	JAMAAL	WASHINGTON			6022 LAZY RIVER DR	DALLAS	TX	75241-2716
11	MICHAEL	SHARP			377 TRINITY CHURCH RD	MARTINSBURG	WV	25403-6094
12	MATTIE	MCKOY			1009 S 13TH ST	WILMINGTON	NC	28401-6081
13	JEAN	MCMURRY			5301 YOUNG DR	THE COLONY	TX	75056-4504
14	JESSE	BRATCHET	JOYCE	BRATCHET	PO BOX 193	KIMBERLY	WV	25118-0193
15	SANDY	CLARK			810 ODOM CT	SMYRNA	TN	37167-5970
16	SANDY	DUGGER	BRIAN	DUGGER	14504 VAUGHN RD	BENTONVILLE	AR	72712-8735
17	DARREN	SMITH			PO BOX 2985	WENATCHEE	WA	98807-2985
18	ROBERT	MCCUE	LINDA		9922 SHELDON RD SE	OLYMPIA	WA	98501-9780
19	WILLIAM	YOUNGBLOOD		MCCUE	290 SUNSET DR	BERKELEY SPRINGS	WV	25411-6477
20	BENDAILQUA	WALLS			1811 CAMPBELL DR	SUITLAND	MD	20746-1025
21	JERRY	PINNEY			5511 SAFARI TRL	ARLINGTON	TX	76018-1804
22	JERRY	KESSINGER			PO BOX 338	MT HOPE	WV	25880-0338
23	AARON	MYLES			3615 EDWARDS ST	SPRINGDALE	MD	20774-2628
24	LUIS	GARAY			1360 JEFFERSON ST NW	WASHINGTON	DC	20011-3631
25	MELVIN	HOOKER			2401 ELLERBE LN	RALEIGH	NC	27610-3503
26	FRANCIS	BEAUREGARD			4124 BAUXITE CUTOFF RD	BAUXITE	AR	72011-9132
27	VICTOR	MCGRIFF	MARY	MCGRIFF	116 ALLEN PL	VICKSBURG	MS	39183-7441
28	BETTYE	FIELDS			7109 S R ST	FORT SMITH	AR	72903-2701
29	GLADYS	MCCORMICK			61 ANDY LN	BEECH ISLAND	SC	29842-8574
30	ERNEST	THORNE JR			12126 LITTLE PATUXENT PKWY	COLUMBIA	MD	21044-2763
31	JESSICA	LEDESMA			575 S VIRGINIA HILLS DR	MCKINNEY	TX	75070-2829
32	MOHAMMAD	SAMI			1656 PARRAN RD	ST LEONARD	MD	20685-2928
33	JOHN	DI MARCO	JOAN	DI MARCO	2 BALLYBUNION CT	TIMONIUM	MD	21093-6711
34	ANDREW	WINIESDORFFER	J ANNETTA	WINIESDORFFER	243 JENNIFER LN	STAFFORD	VA	22554-5441