

SUFFOLK

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
BUSINESS LITIGATION SESSION

<p>ANN MARIE CHIARADONNA, ELIZABETH GARUTI, SUSAN BERNDTSON, VLADISLAV SEREDKIN, TONY VANGELIST, and JODI SCAGLIONE, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>ARBELLA MUTUAL INSURANCE COMPANY, METROPOLITAN PROPERTY & CASUALTY INSURANCE COMPANY, SAFETY INSURANCE COMPANY, COMMERCE INSURANCE COMPANY, HANOVER INSURANCE COMPANY, and LIBERTY MUTUAL INSURANCE COMPANY,</p> <p style="text-align: center;">Defendants.</p>	<p>C.A. No. 07-1294-BLS2</p>
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**ORDER AND JUDGMENT WITH REGARD TO
DEFENDANT ARBELLA MUTUAL INSURANCE COMPANY**

WHEREAS, on May 10, 2010, a Preliminary Approval Order was entered by this Court, preliminarily approving the proposed settlement of the Action as to Defendant Arbella Mutual Insurance Company ("Arbella") pursuant to the terms of the Settlement Agreement and directing that notice be given to the Settlement Class Members.

WHEREAS, pursuant to the Parties' plan for providing notice to the Settlement Class (the "Notice Plan"), as set forth in the Settlement Agreement and the Preliminary Approval Order, the Settlement Class was notified by mail of the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether judgment should be entered

JUDGMENT ENTERED ON DOCKET 7-19 2010
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

notice sent
7-19-10

dismissing the Complaint with prejudice; and (3) whether Class Counsel's application for an award of attorneys' fees and costs should be approved.

WHEREAS, prior to the Final Approval Hearing, an affidavit of compliance with the Notice Plan was filed with the Court as prescribed in the Preliminary Approval Order.

WHEREAS, a Final Approval Hearing was held on July 15, 2010.

NOW, THEREFORE, the Court, having heard the presentations of Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate and reasonable, having considered the application of Class Counsel for an award of attorneys' fees and cost reimbursements, and having reviewed the materials in support thereof, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The capitalized terms used in this Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
3. The Court finds, solely for purposes of considering this Settlement, that the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure are satisfied, including requirements for the existence of an ascertainable class, a community of interest, and manageability of a settlement class, that common issues of law and fact predominate and that a settlement class is superior to alternative means of resolving the claims and disputes at issue in this action.

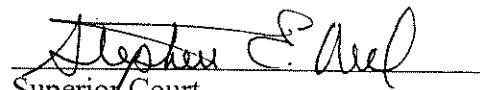
4. For purposes of the Settlement and this Order and Judgment, the Settlement Class shall consist of: all Persons who obtained arbitration awards against Arbella or Arbella Insureds under Massachusetts automobile insurance policies from March 26, 2001 to the present, including arbitration awards on underinsured, uninsured and third party claims. However, the Settlement Class does not include any Persons who obtained Arbitration Awards against Arbella or Arbella Insureds under Massachusetts automobile insurance policies from March 26, 2001 to the present in connection with third party claims and who executed releases of Arbella or Arbella Insureds subsequent to the entry of the Arbitration Award. All Settlement Class Members shall be bound by this Order and Judgment.
5. The Court finds that the Notice Plan set forth in Article IV of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class and satisfies the requirements of the Massachusetts Rules of Civil Procedure and the requirements of Due Process of the Constitution of the Commonwealth of Massachusetts and the United States Constitution and any other applicable law.
6. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

7. Upon the Effective Date, the Class Representative and all Settlement Class Members shall have, by operation of this Order and Judgment, fully, finally and forever released, relinquished and discharged all Released Parties from all Released Claims.
8. Settlement Class Members, including the Class Representative, and the successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred and enjoined from instituting, commencing, or prosecuting, either directly or in any other capacity, any Released Claim against any of the Released Parties.
9. This Order and Judgment, the Settlement Agreement, the Settlement which they reflect, and any and all acts, statements, documents or proceedings related to the Settlement are not, and shall not be construed as, or used as an admission by or against Arbella or any other Released Party of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claim or of the existence or amount of damages.
10. This Order and Judgment, the Settlement Agreement, the Settlement which they reflect, and any and all acts, statements, documents or proceedings related to the Settlement are not, and shall not be construed as, or used as an admission by or against Plaintiff or any Settlement Class Member with respect to the merits of the defenses asserted in the Action or the validity of any defenses that could have been asserted by Arbella in this Action.
11. Class Counsel is awarded the sum of \$ 75,000 in attorneys' fees.

12. The payments ordered herein shall be made in the manner and at the times set forth in the Settlement Agreement.
13. This Action is hereby dismissed in their entirety with prejudice with respect to Defendant Arbella. Except as otherwise provided in this Order, the parties shall bear their own costs and attorneys' fees. Without affecting finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including distribution of the settlement benefits, enforcement and administration of the Settlement Agreement, including any releases in connection therewith, and any other matters related or ancillary to the foregoing.
14. There is no just reason for delay in the entry of this Order and Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Rules of Civil Procedure. The direction of the entry of final judgment pursuant to Rule 54(b) is appropriate and proper because this judgment fully and finally adjudicates the claim of the Plaintiff and the Settlement Class against Arbella, it allows consummation of the Settlement and it will expedite the distribution of the Settlement proceeds to the Settlement Class Members.

IT IS SO ORDERED.

Dated: 7/15, 2010



Superior Court