

FILED
SUPREME COURT
STATE OF WASHINGTON
12/10/2024 4:07 PM
BY ERIN L. LENNON
CLERK

No. 1034962

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

SHANGRI-LA LLC,

Plaintiff-Respondent,

v.

EAGLE WEST INSURANCE COMPANY,

Defendant-Petitioner.

**PETITIONER'S ANSWER TO RESPONDENT'S
MOTION TO ENFORCE
CR 2A SETTLEMENT AGREEMENT**

Eliot M. Harris, WSBA #36590
Williams, Kastner & Gibbs, PLLC
601 Union Street, Suite 4100
Seattle, WA 98101
Telephone: (206) 628-6600
Email: eharris@williamskaster.com

*Attorneys for Petitioner
Eagle West Insurance Company*

TABLE OF CONTENTS

I.	IDENTITY OF RESPONDING PARTY	1
II.	STATEMENT OF RELIEF SOUGHT	1
III.	FACTS RELEVANT TO MOTION.....	1
IV.	REFERENCE TO OR COPIES OF PARTS OF THE RECORD RELEVANT TO THE MOTION	3
V.	GROUND FOR RELIEF AND ARGUMENT	4
VI.	REQUEST FOR ATTORNEY FEES AND EXPENSES	6

TABLE OF AUTHORITIES

Page(s)

STATE CASES

<i>Chen v. State Farm Mut. Auto. Ins. Co.</i> , 123 Wn. App. 150, 160, 94 P.3d 326 (2004).....	4
---	---

RULES

CR 11	6
WAC 284-30-330(16)	4, 5

I. IDENTITY OF RESPONDING PARTY

Responding party to Shangri-La's Motion is Petitioner Eagle West Insurance Company ("Eagle West").

II. STATEMENT OF RELIEF SOUGHT

Shangri-La filed its motion prematurely – there have been no rule violations. No order is required to enforce the CR 2A agreement entered into by the parties. Eagle West continues to work towards finalizing a settlement agreement drafted by both parties. Shangri-La's Motion should be denied in its entirety.

III. FACTS RELEVANT TO MOTION

The parties entered into a CR 2A agreement on November 8, 2024. *See* Declaration of Eliot Harris, Ex. A, Agreement Emails. Eagle West provided a draft Settlement Agreement and Full Release of All Claims ("Agreement") on November 14, 2024. *Id.* On November 18, 2024, Shangri-La returned the draft Agreement with its edits. *Id.*

Shangri-La then requested additional edits on November 20, 2024. *Id.* Shangri-La informed Eagle West that

the subject property is still insured by Eagle West, and as such, Shangri-La proposed “include[ing] an express carve out for future damage” at the property. *Id.* This carve out proposal by Shangri-La was a new issue that had not been addressed, nor even contemplated, by the parties when negotiating the CR 2A agreement.

Eagle West responded the same day, explaining the need to confer regarding the proposed edits, particularly the newly-proposed carve out proposal. *Id.* Shangri-La responded, acknowledging Eagle West’s required discussion. *Id.*

On November 22, 2024, Eagle West sent Shangri-La a Joint Motion for Withdrawal of Review. Harris Decl., Ex. B, Emails regarding Joint Motion and subsequent communication. Shangri-La never responded to the request to join in the motion, but instead sent a unilaterally crafted “final” copy of the Agreement for Eagle West to sign. *Id.*

On November 26, 2024, Shangri-La sent another unilaterally crafted “final” copy of the Agreement, this time with

Shangri-La's signature. *Id.* The email demanded Eagle West's signature on the document by November 29, 2024, the day after Thanksgiving, presumably with full knowledge that most businesses would be closed for the holiday weekend. *Id.* Eagle West responded on November 27, 2024, explaining how many key decision-makers were out of office for the holiday, and that response would likely not be forthcoming as to Shangri-La's requested edits to the Agreement until the following week. *Id.* Shangri-La responded by informing Eagle West it would be filing its Motion to enforce the CR 2A agreement. *Id.*

On December 9, 2024, Eagle West provided a new version of the Agreement, which included a compromise of Shangri-La's proposed carve out edits and the version prior to Shangri-La's unilateral "final" version. *Id.* Shangri-La never responded.

IV. REFERENCE TO OR COPIES OF PARTS OF THE RECORD RELEVANT TO THE MOTION

This motion relies on the declaration of Eliot M. Harris and attached exhibits.

V. GROUNDS FOR RELIEF AND ARGUMENT

Eagle West has not violated the Washington Administrative Code (“WAC”), the Insurance Fair Conduct Act, (“IFCA”), or the Consumer Protection Act, (“CPA”). Generally, when an “insurer is obligated to furnish an appropriate release or settlement document to a claimant, it must do so within **twenty working days** after a settlement has been reached.” WAC 284-30-330(16) (emphasis added). “Once an obligation to pay is established, the insurer must ... provide the appropriate release documents within **20 business days**.” *Chen v. State Farm Mut. Auto. Ins. Co.*, 123 Wn. App. 150, 160, 94 P.3d 326 (2004) (emphasis added). Shangri-La’s reliance on this rule to enforce the Agreement is misplaced for three reasons.

One, Shangri-La cites to no law that WAC 284-30-330(16) applies towards the settlement of a lawsuit. There is none, and for good reason. The settlement of a complex lawsuit, especially when unforeseen issues arise during the course of

negotiating the final settlement documents, are common and are not easily resolved in 20 working days.

Two, WAC 284-30-330(16) is intended to prevent the unreasonable delay of settlement of an insurance claim by not providing a release for the claim. That did not occur both because the “claim” was in suit at the time (as discussed above), but also because Eagle West did provide a draft Agreement on November 14, 2024, just six (6) calendar days, and four (4) working days from when the parties entered into a CR 2A settlement agreement. *See* Declaration of Eliot Harris, Ex. A, Agreement Emails. Thus, Eagle West complied with WAC 284-30-330(16), even if it somehow does apply to settlements of a lawsuit, which Eagle West disputes.

Three, even assuming that Eagle West’s submission to Shangri-La of a draft Agreement on November 14, 2024, did not satisfy WAC 284-30-330(16), 20 working (or business) days from November 8, 2024 is December 9, 2024. Thus, even if the

Court rejects the first two reasons, Shangri-La has still jumped the gun, and engaged in unnecessary motion practice.

There has been no IFCA, CPA, or *Olympic Steamship* action to trigger any basis for Shangri-La's request for fees or costs. Shangri-La's request for fees and costs should be denied.

VI. REQUEST FOR ATTORNEY FEES AND EXPENSES

To wit, not only does the Motion deprive this Court of valuable time and resources required to respond to the Motion via its letter dated December 3, 2024, it has required Eagle West to expend valuable time and resources to answer the Motion, instead of focusing on finalizing the parties' Agreement to finally resolve this case. This gamesmanship should not be tolerated, and Eagle West should be awarded costs and fees for this needless motion practice.

Eagle West seeks an award of reasonable attorney fees and expenses under CR 11. Shangri-La's motion was inappropriate, and resources have been needlessly wasted. Eagle West should

be compensated for its loss, and will submit a cost bill if Shangri-La's motion is denied.

I certify that this document contains 945 words in compliance with RAP 18.17 (excluding the Title Sheet/Caption, Tables of Contents/Authorities, Certificate of Compliance/Service, and Signature Block), as calculated by the word processing software used to prepare this document.

RESPECTFULLY SUBMITTED this 10th day of December, 2024.

/s/ Eliot M. Harris
Eliot M. Harris, WSBA #36590
Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, WA 98101
Telephone: (206) 628-6600
Email: eharris@williamskaster.com

***Attorneys for Respondent
Eagle West Insurance Company***

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on the below date, I caused a true and correct copy of this document to be served on the following parties and counsel of record via the Washington State Appellate Courts' Portal:

Attorneys for Plaintiff Shangri-La LLC:

Todd C. Hayes, WSBA #26361
HARPER HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101-3115
Email: todd@harperhayes.com
mvammen@harperhayes.com
njohnsen@harperhayes.com

Attorneys for Defendant Eagle West Insurance Company:

Joseph D. Hampton, WSBA #15297
Bullivant Houser Bailey PC
925 Fourth Avenue, Suite 3800
Seattle, WA 98104
Email: joseph.hampton@bullivant.com
genevieve.schmidt@bullivant.com
sally.gannett@bullivant.com

DATED this 10th day of December, 2024, at Seattle,
Washington.

A handwritten signature in blue ink that reads "Sandra Brown". The signature is fluid and cursive, with the first name "Sandra" and last name "Brown" clearly distinguishable.

Sandra V. Brown, Legal Assistant

WILLIAMS KASTNER

December 10, 2024 - 4:07 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 103,496-2
Appellate Court Case Title: Shangri-La LLC v. Eagle West Insurance Company
Superior Court Case Number: 22-2-01501-1

The following documents have been uploaded:

- 1034962_Answer_Reply_20241210160531SC417858_0737.pdf
This File Contains:
Answer/Reply - Answer to Motion
The Original File Name was Answer to Motion to Enforce CR 2A Settlement Agmt.pdf

A copy of the uploaded files will be sent to:

- Joseph.Hampton@bullivant.com
- genevieve.schmidt@bullivant.com
- kmosebar@williamskastner.com
- mkutzner@williamskastner.com
- nplouf@harperhayes.com
- sbrown@williamskastner.com
- todd@harperhayes.com

Comments:

Sender Name: Sandra Brown - Email: sbrown@williamskastner.com

Filing on Behalf of: Eliot M Harris - Email: eharris@williamskastner.com (Alternate Email:)

Address:
601 UNION STREET
SUITE 4100
SEATTLE, WA, 98101
Phone: (206) 233-2964

Note: The Filing Id is 20241210160531SC417858

FILED
SUPREME COURT
STATE OF WASHINGTON
12/10/2024 4:14 PM
BY ERIN L. LENNON
CLERK

No. 1034962

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

SHANGRI-LA LLC,

Plaintiff-Respondent,

v.

EAGLE WEST INSURANCE COMPANY,

Defendant-Petitioner.

**DECLARATION OF ELIOT M. HARRIS IN SUPPORT
OF PETITIONER'S ANSWER TO RESPONDENT'S
MOTION TO ENFORCE
CR 2A SETTLEMENT AGREEMENT**

Eliot M. Harris, WSBA #36590
Williams, Kastner & Gibbs, PLLC
601 Union Street, Suite 4100
Seattle, WA 98101
Telephone: (206) 628-6600
Email: eharris@williamskaster.com

*Attorneys for Petitioner
Eagle West Insurance Company*

I, Eliot Harris, hereby declare as follows:

1. I am an attorney of record for Defendant Eagle West Insurance Company (“Eagle West”) in this case. I make this declaration based on personal knowledge, am over the age of 18, and am competent to testify.

2. Attached as **Exhibit A** is a true and correct copy of the Agreement Emails from November 8, 2024 to November 20, 2024.

3. Attached as **Exhibit B** is a true and correct copy of the Emails regarding the Joint Motion and subsequent communication from November 22, 2024 to December 9, 2024.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge, information, and belief.

I certify that this document contains 126 words in compliance with RAP 18.17 (excluding the Title Sheet/Caption, Tables of Contents/Authorities, Certificate of Compliance/

Service, and Signature Block), as calculated by the word processing software used to prepare this document.

RESPECTFULLY SUBMITTED this 10th day of
December, 2024.

/s/ *Eliot M. Harris*

Eliot M. Harris, WSBA #36590
Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, WA 98101
Telephone: (206) 628-6600
Email: eharris@williamskaster.com

***Attorneys for Respondent
Eagle West Insurance Company***

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on the below date, I caused a true and correct copy of this document to be served on the following parties and counsel of record via the Washington State Appellate Courts' Portal:

Attorneys for Plaintiff Shangri-La LLC:

Todd C. Hayes, WSBA #26361
HARPER HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101-3115
Email: todd@harperhayes.com
mvammen@harperhayes.com
njohnsen@harperhayes.com

***Attorneys for Defendant
Eagle West Insurance Company:***

Joseph D. Hampton, WSBA #15297
Bullivant Houser Bailey PC
925 Fourth Avenue, Suite 3800
Seattle, WA 98104
Email: joseph.hampton@bullivant.com
genevieve.schmidt@bullivant.com
sally.gannett@bullivant.com

DATED this 10th day of December, 2024, at Seattle,
Washington.

A handwritten signature in blue ink that reads "Sandra Brown". The signature is fluid and cursive, with the first name "Sandra" and last name "Brown" clearly distinguishable.

Sandra V. Brown, Legal Assistant

EXHIBIT A

EXHIBIT A

(Part 1 of 2)

From: Todd Hayes <todd@harperhayes.com>
Sent: Monday, November 18, 2024 9:37 AM
To: Harris, Eliot
Cc: Hampton, Joseph
Subject: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication
Attachments: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc

Edits attached. Please let me know once Eagle West has approved and I will send over Shangri-La's signature.

Todd C. Hayes
HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101
(206) 340-8793
www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

From: Harris, Eliot <EHarris@williamskastner.com>
Sent: Thursday, November 14, 2024 12:13 PM
To: Todd Hayes <todd@harperhayes.com>
Cc: Hampton, Joseph <joseph.hampton@bullivant.com>
Subject: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication

Todd,

Here is an initial draft. It is under review by my client, so we reserve our rights to make further changes. But, in the interest of time to expedite this process, I am providing a draft so we can make edits on two tracks simultaneously. Please let me know your thoughts when you can. I'm happy to discuss anything if that would be easier.

Thanks,
Eliot

Eliot M. Harris
Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)



From: Todd Hayes <todd@harperhayes.com>
Sent: Thursday, November 14, 2024 12:01 PM
To: Harris, Eliot <EHarris@williamskastner.com>
Cc: Hampton, Joseph <joseph.hampton@bullivant.com>
Subject: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication
Importance: High

ETA on draft of final settlement agreement?

Todd C. Hayes
HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101
(206) 340-8793
www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

From: Harris, Eliot <EHarris@williamskastner.com>
Sent: Friday, November 8, 2024 8:27 PM
To: Todd Hayes <todd@harperhayes.com>
Cc: Hampton, Joseph <joseph.hampton@bullivant.com>
Subject: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication

Todd,

Please send W9 and payee name. EWIC can wire the payment as soon as we are done with the settlement docs. I'll send a draft agreement next week.

Thanks,
Eliot

Eliot M. Harris
Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)

From: Todd Hayes <todd@harperhayes.com>
Sent: Friday, November 8, 2024 10:44 AM
To: Harris, Eliot <EHarris@williamskastner.com>
Cc: Hampton, Joseph <joseph.hampton@bullivant.com>
Subject: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication

My client accepts the offer (\$8,750,000 and the other terms you listed).

You mentioned that you thought they could get a check by the end of the year—could you please confirm that so I can let them know? Thanks.

Todd C. Hayes
HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101
(206) 340-8793
www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

From: Harris, Eliot <EHarris@williamskastner.com>
Sent: Friday, November 8, 2024 10:37 AM
To: Todd Hayes <todd@harperhayes.com>
Cc: Hampton, Joseph <joseph.hampton@bullivant.com>
Subject: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication

Todd,

Confirming our call that my client will agree to a settlement of \$8.75M of this case. It would include a full release of any and all claims arising out of the insurance claim, including without limitation, all claims that are, or could have been, asserted in subject lawsuit, and is inclusive of any and all rights to attorney fees and costs, including appeal fees and costs. This offer is subject to a confidentiality provision, and other standard settlement terms that shall be set forth in a long form settlement agreement.

Please advise if your client will accept.

Very truly yours,
Eliot

Eliot M. Harris

Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)

WILLIAMS KASTNER

95 YEARS



SEATTLE | PORTLAND | SPOKANE

EXHIBIT A

(Part 2 of 2)

From: Todd Hayes <todd@harperhayes.com>
Sent: Wednesday, November 20, 2024 6:21 PM
To: Harris, Eliot
Cc: joseph.hampton@bullivant.com
Subject: RE: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc
Attachments: RE: Shangri-La v. Eagle West/ER 408 Settlement Communication

Attached is the CR2A. It does not include a hold harmless, and there is no universe where “all claims that . . . could have been . . . asserted in subject lawsuit” includes claims for damage that doesn’t yet exist under a policy that was not the subject of the lawsuit.

Feel free to tell Eagle West that if they reject either of those edits, Shangri-La will move to enforce the terms of the CR2A (and ask for attorney fees and interest).

Todd C. Hayes
HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101
(206) 340-8793
www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

From: Harris, Eliot <EHarris@williamskastner.com>
Sent: Wednesday, November 20, 2024 6:09 PM
To: Todd Hayes <todd@harperhayes.com>
Cc: joseph.hampton@bullivant.com; Kutzner, Michael <MKutzner@williamskastner.com>
Subject: RE: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc

Todd,

Let me check with my client. Frankly, I am not sure how they will feel about the combination of striking the indemnity language and the proposed carve out. We thought we were buying a fairly complete release of all claims that could have been brought in the lawsuit, which is what the CR 2A says. I’ll get back to you once I have a chance to speak with my client.

Thanks,
Eliot

Eliot M. Harris

Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)



From: Todd Hayes <todd@harperhayes.com>
Sent: Wednesday, November 20, 2024 10:28 AM
To: Harris, Eliot <EHarris@williamskastner.com>
Cc: joseph.hampton@bullivant.com
Subject: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc
Importance: High

I just learned that Shangri-La is still insured under a package policy issued by Eagle West to Precision Management, so I would like to include an express carve out for future damage. Please confirm that this version is acceptable and I will get a signature from Shangri-La.

Todd C. Hayes
HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101
(206) 340-8793
www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

EXHIBIT B

EXHIBIT B

(Part 1 of 2)

From: Todd Hayes <todd@harperhayes.com>
Sent: Wednesday, November 27, 2024 8:00 AM
To: Harris, Eliot
Cc: Kutzner, Michael; joseph.hampton@bullivant.com
Subject: Re: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc
Attachments: image001.png

We'll be filing a motion in the Supreme Court on Monday to enforce the CR 2A (and seeking fees, interest, and IFCA enhanced damages).

On Nov 27, 2024, at 6:08 AM, Harris, Eliot <EHarris@williamskastner.com> wrote:

Todd,

Thanks for your email. My client is looking into the proposed edits you suggested last week, but with folks out this week, we will not have a response until Monday at the latest.

Eliot M. Harris

Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)

SEATTLE | PORTLAND | SPOKANE

From: Todd Hayes <todd@harperhayes.com>
Sent: Tuesday, November 26, 2024 8:41 AM
To: Kutzner, Michael <MKutzner@williamskastner.com>; Harris, Eliot <EHarris@williamskastner.com>
Cc: joseph.hampton@bullivant.com
Subject: RE: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc

Attached is my client's signature on the final settlement agreement. Please send me Eagle West's signature by Friday, per WAC 284-30-330(16).

Todd C. Hayes

HARPER | HAYES PLLC

1200 Fifth Avenue, Suite 1208

Seattle, WA 98101

(206) 340-8793

www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

From: Todd Hayes
Sent: Friday, November 22, 2024 2:47 PM
To: 'Kutzner, Michael' <MKutzner@williamskastner.com>; Harris, Eliot <EHarris@williamskastner.com>
Cc: joseph.hampton@bullivant.com
Subject: RE: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc

Please send me Eagle West's signature on the attached.

Todd C. Hayes
HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101
(206) 340-8793
www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

From: Kutzner, Michael <MKutzner@williamskastner.com>
Sent: Friday, November 22, 2024 1:13 PM
To: Harris, Eliot <EHarris@williamskastner.com>; Todd Hayes <todd@harperhayes.com>
Cc: joseph.hampton@bullivant.com
Subject: RE: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc

Hello Todd,

Attached hereto is our proposed draft Joint Motion for Withdrawal of Review. Please let us know if you authorize us to affix your signature and file.

Thank you,

Michael

Michael Kutzner

Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-628-6646 | F: 206-628-6611
www.williamskastner.com | [Bio](#)

SEATTLE | PORTLAND | SPOKANE

From: Harris, Eliot <EHarris@williamskastner.com>
Sent: Wednesday, November 20, 2024 6:09 PM
To: Todd Hayes <todd@harperhayes.com>
Cc: joseph.hampton@bullivant.com; Kutzner, Michael <MKutzner@williamskastner.com>
Subject: RE: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc

Todd,

Let me check with my client. Frankly, I am not sure how they will feel about the combination of striking the indemnity language and the proposed carve out. We thought we were buying a fairly complete release of all claims that could have been brought in the lawsuit, which is what the CR 2A says. I'll get back to you once I have a chance to speak with my client.

Thanks,
Eliot

Eliot M. Harris

Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)

SEATTLE | PORTLAND | SPOKANE

From: Todd Hayes <todd@harperhayes.com>
Sent: Wednesday, November 20, 2024 10:28 AM
To: Harris, Eliot <EHarris@williamskastner.com>
Cc: joseph.hampton@bullivant.com
Subject: Shangri-La - Settlement Agreement and Release of Claims 4868-6169-3688 v.1 (002).doc
Importance: High

I just learned that Shangri-La is still insured under a package policy issued by Eagle West to Precision Management, so I would like to include an express carve out for future damage. Please confirm that this version is acceptable and I will get a signature from Shangri-La.

Todd C. Hayes

HARPER | HAYES PLLC
1200 Fifth Avenue, Suite 1208
Seattle, WA 98101

(206) 340-8793

www.harperhayes.com

CONFIDENTIAL COMMUNICATION: E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read the e-mail or any attached items. Please delete the e-mail and all attachments, including any copies, and inform the sender that you have deleted the e-mail, all attachments, and any copies. Thank you.

EXHIBIT B

(Part 2 of 2)

From: Harris, Eliot
Sent: Monday, December 9, 2024 12:54 PM
To: todd@harperhayes.com
Cc: Hampton, Joseph; Kutzner, Michael
Subject: Shangri-La v. Eagle West/Settlement Agreement
Attachments: Shangri-La - Settlement Agreement and Release of Claims 4901-6377-6772 v.1.doc

Todd,

Attached is a redline draft of the settlement agreement. My client is prepared to execute this version. Please advise if your client will agree and if your client has any additional edits.

Very truly yours,
Eliot

Eliot M. Harris

Williams Kastner | Attorney at Law
601 Union Street, Suite 4100
Seattle, WA 98101-2380
P: 206-233-2977 | F: 206-628-6611
www.williamskastner.com | [Bio](#) | [V-Card](#)

WILLIAMS KASTNER

95 YEARS



SEATTLE | PORTLAND | SPOKANE

EXHIBIT B

WILLIAMS KASTNER

December 10, 2024 - 4:14 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 103,496-2
Appellate Court Case Title: Shangri-La LLC v. Eagle West Insurance Company
Superior Court Case Number: 22-2-01501-1

The following documents have been uploaded:

- 1034962_Affidavit_Declaration_20241210161237SC475648_1434.pdf
This File Contains:
Affidavit/Declaration - Other
The Original File Name was Eliot Harris Declaration with Exs. A-B.pdf

A copy of the uploaded files will be sent to:

- Joseph.Hampton@bullivant.com
- genevieve.schmidt@bullivant.com
- kmosebar@williamskastner.com
- mkutzner@williamskastner.com
- nplouf@harperhayes.com
- sbrown@williamskastner.com
- todd@harperhayes.com

Comments:

Declaration of Eliot M. Harris in Support of Answer to Respondent's Motion to Enforce CR 2A Settlement Agreement

Sender Name: Sandra Brown - Email: sbrown@williamskastner.com

Filing on Behalf of: Eliot M Harris - Email: eharris@williamskastner.com (Alternate Email:)

Address:

601 UNION STREET
SUITE 4100
SEATTLE, WA, 98101
Phone: (206) 233-2964

Note: The Filing Id is 20241210161237SC475648