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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THE FEDERAL DEPOSIT INSURANCE
CORPORATION, as RECEIVER of
WASHINGTON MUTUAL BANK,

Plaintiff,

v.

KERRY K. KILLINGER, et al.,

Defendants.

CASE NO. C11-459 MJP

ORDER ON MOTION FOR
DETERMINATION OF
REASONABLENESS

This matter comes before the Court on the parties’ stipulated motion for a reasonableness determination and entry of a final judgment. (Dkt. No. 87.) Having reviewed the motion and all supporting documents, the Court finds that it cannot rule on the motion without further information and briefing. The Court therefore RESERVES RULING on the motion pending further briefing.

In order to determine whether the Settlement Agreement reached by the parties is reasonable, the Court must review the following factors:

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1 [T]he releasing person's damages; the merits of the releasing person's liability theory; the
2 merits of the released person's defense theory; the released person's relative faults; the
3 risks and expenses of continued litigation; the released person's ability to pay; any
4 evidence of bad faith, collusion, or fraud; the extent of the releasing person's
5 investigation and preparation of the case; and the interests of the parties not being
6 released.

7 Glover v. Tacoma Gen. Hosp., 98 Wn.2d 708, 717 (1983).

8 The materials the parties have provided are inadequate for the Court to provide any
9 meaningful or substantive review of these factors. In particular, the parties provided no
10 information as to the Plaintiff's damages, the Defendants' relative faults, and the Defendants'
11 ability to pay. The Court is also not persuaded that the declaration of Layn Phillips is alone
12 sufficient to show the reasonableness of the settlement. It is without facts and analysis of the
13 factors to be considered, including but not limited to Defendants' assets and ability to pay. Mr.
14 Phillips is a mediator paid to bring the parties to a settlement, not to measure the objective
15 reasonableness of any agreement reached. As such, his opinion does not substitute this Court's
16 independent analysis of the Glover factors.

17 The Court will consider a renewed motion that addresses the full spectrum of factors the
18 Court is to consider with substantive declarations and documents supporting the parties'
19 positions. Any renewed motion must be filed within 15 days of entry of this order.

20 The clerk is ordered to provide copies of this order to all counsel.

21 Dated this 11th day of April, 2012.

22 

23 Marsha J. Pechman
24 United States District Judge