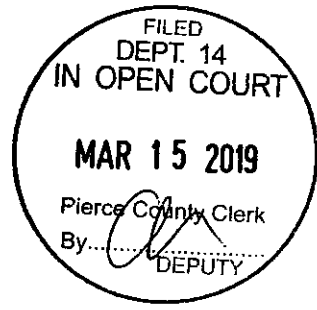


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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

MICHAEL STEINORE,

Plaintiff,

v.

MUTUAL OF ENUMCLAW INSURANCE
COMPANY,

Defendant.

No. 17-2-10884-2

ORDER PRELIMINARILY APPROVING
SETTLEMENT, CERTIFYING
SETTLEMENT CLASS AND DIRECTING
NOTICE TO CLASS

Plaintiff, MICHAEL STEINORE, on behalf of himself and the proposed Settlement Class, and Defendant, MUTUAL OF ENUMCLAW INSURANCE COMPANY, all acting by and through their respective counsel, have agreed, subject to final Court approval following sending of the Class Notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions in the Stipulation of Settlement and Settlement Agreement, also sometimes referred to as the Agreement, filed with the Court on March 6th, 2019; and

The Parties have made an application pursuant to CR 23 for preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

ORDER PRELIMINARILY APPROVING
SETTLEMENT, CERTIFYING SETTLEMENT
CLASS, AND DIRECTING NOTICE TO CLASS - 1

Law Offices of
STEPHEN M. HANSEN, P.S.
1821 DOCK STREET, SUITE 103
TACOMA, WASHINGTON 98402
(253) 302-5955
(253) 301-1147 Fax

1 The Court has read and considered the Agreement and the exhibits thereto and has read
2 and considered all other papers filed and prior proceedings had herein, and is otherwise fully
3 informed, and with good cause appearing,

4 IT IS HEREBY ORDERED AS FOLLOWS:

5 1. This Preliminary Approval Order incorporates by reference the definitions in the
6 Agreement.

7 2. The Court has jurisdiction over the subject matter of this Action and over all
8 Parties to this Action, including the Named Plaintiff, all Settlement Class Members and
9 Defendants.

10 3. The Court certifies the following Settlement Class, for settlement purposes only,
11 defined as follows:

12 All MOE insureds with Washington policies issued in Washington State, who
13 received compensation for the total loss of their own vehicles under their First
14 Party Coverages (Comprehensive, Collision, and UIM) and received a total loss
valuation from MOE based upon an "Autosource" estimate.

15 Excluded from the Class are the assigned judge, the judge's staff and family, MOE
16 employees, claims for accidents with dates of loss occurring before September 1,
2011 or after [the date of preliminary approval] and claims where the MOE
Autosource estimate did not take a "typical negotiation" discount.

17 Having carefully reviewed the submissions, the Court finds that the requirements of
18 CR23(a) and (b)(3) are satisfied.

19 4. For purposes of determining whether the terms of the Proposed Settlement should
20 be finally approved as fair, reasonable and adequate, and contingent upon the Settlement being
21 finally approved, Plaintiff MICHAEL STEINORE is appointed as Class Representative, and the
22 following counsel are designated as counsel for the Class ("Class Counsel"):

23 Scott P. Nealey
24 Law Office of Scott P. Nealey
25 71 Stevenson Street, Suite 400
26 San Francisco, California 94105

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Stephen M. Hansen
Law Offices of Stephen M. Hansen, P.S.
1821 Dock Street, Suite 103
Tacoma, WA 98402

5. If final approval of the Proposed Settlement is not obtained, or if Final Judgment as contemplated herein is not granted, this Order shall be vacated ab initio and the Parties shall be restored without prejudice to their respective litigation positions prior to the date of this Order of Preliminary Approval.

6. Pending final determination of whether the Proposed Settlement should be approved, all proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of the Stipulation of Settlement.

7. Within 60 days after the entry of this Order, the Claims Administrator shall send a copy of the Individual Notice and a Claim Form (or Claim Forms if a Class Member has multiple claims), pre-printed with the Class Member's name and most recent address, the date of the loss, and the vehicle make, model, and year, by first-class mail, to each Person on the Updated Settlement Class List. Prior to any mailing the Claims Administrator shall update all addresses on the Class List by running the addresses thereon through the National Change of Address Data Base. In furtherance of this Paragraph, the Court appoints Epic, as the Claims Administrator for this matter.

8. The Court preliminarily finds that the dissemination of the Individual Notice and Claim Form under the terms and in the format provided for in this Order and the Stipulation of Settlement constitutes the best notice practicable under the circumstances, and is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of due process, the Washington Rules of Civil Procedure and all other applicable laws.

1 *MS* 9. A hearing (the "Final Settlement Hearing") shall be held on August 9, 2019
2 2019 at 1:30 o'clock p.m. ~~Courtroom~~ @ Remann Hall, 6th Ave., as set forth in the Individual Notice, to determine
3 whether the Proposed Settlement of this Action (including the payment of attorneys' fees and
4 costs to Class Counsel) should be approved as fair, reasonable, and adequate, and to determine
5 whether final judgment approving the Proposed Settlement and dismissing all claims asserted in
6 this Action on the merits, with prejudice and without leave to amend, should be entered. The
7 Settlement Hearing may be postponed, adjourned or rescheduled by order of the Court without
8 further notice to the Class Members.

9 10. Objections to the Settlement shall be heard, and any papers or briefs submitted in
10 support of said objections shall be considered, by the Court (unless the Court in its discretion
11 shall otherwise direct) only if they comply with the objection procedures set forth in the
12 Stipulation of Settlement and Notice. Specifically, members of the Class who have not
13 previously opted out of the Class must file a notice of intent to object to the Settlement. To be
14 effective, a notice of intent to object to the Settlement must: (1) contain a heading that includes
15 the name of the case and case number; (2) provide the name, address, telephone number and
16 signature of the Class Member filing the objection; (3) be filed with the Clerk of the Court not
17 later than fifteen (15) days before the Final Settlement Hearing; (4) be served on Class Counsel
18 and counsel for the Defendants at the addresses below by first-class mail, postmarked no later
19 than fifteen (15) days before the Final Settlement Hearing; (5) contain the name, address, bar
20 number and telephone number of the objecting Class Member's counsel, if represented by an
21 attorney. Class Members represented by an attorney must comply with all applicable laws and
22 rules for filing pleadings and documents in the Court; and State whether they intend to appear at
23 the Final Settlement Hearing, either in person or through counsel.

24 11. In addition to the foregoing, a notice of intent to object must contain the following
25 information, if the Class Member or his/her attorney requests permission to speak at the Final
26 Settlement Hearing: (1) a detailed statement of the specific legal and factual basis for each and
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1 every objection; and (2) a detailed description of any and all evidence the Objector may offer at
2 the Final Settlement Hearing, including photocopies of any and all exhibits which may be
3 introduced at the Final Settlement Hearing. Any individual or entity who objects, must submit
4 themselves or itself to discovery pursuant to the Stipulation of Settlement, under the time lines
5 specified therein.

6 12. Settlement Class Members who wish to exclude themselves from the Settlement
7 Class must prepare a written request for exclusion, postmarked no later than forty-five (45) days
8 after mailing of the Notice, which shall be sent to the Claims Administrator. Written requests for
9 exclusion must be signed and include the individual's name, address, and telephone number, and
10 expressly state the desire to be excluded from the Settlement Class. Requests for exclusion must
11 be exercised individually by the Class Member, not as or on behalf of a group, class, or subclass,
12 except that such exclusion requests may be submitted by a Class Member's Legally Authorized
13 Representative.

14 13. All Class Members who do not opt out of the Class shall be bound by any
15 Approval Order and Final Judgment entered pursuant to the Stipulation of Settlement, and shall
16 be barred and enjoined, now and in the future, from asserting any and all of the Released Claims,
17 as defined in the Stipulation of Settlement, against the Released Persons, as defined in the
18 Stipulation of Settlement, and any such Class Member shall be conclusively deemed to have
19 released any and all such Released Claims.

20 14. Class Counsel agree that any representation, encouragement, solicitation or other
21 assistance, including but not limited to referral to other counsel, of or to any Opt Outs or any
22 other person seeking to litigate with Defendants over any of the claims covered under the Release
23 in this matter could place Class Counsel in an untenable conflict of interest with the Class.
24 Accordingly, Class Counsel and their respective firms agree (only to the extent that it is
25 otherwise not violative of any applicable rules governing the practice of law) not to represent,
26 encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to
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1 referrals to other counsel) any Opt Out except that referring such person to the Notice or
2 suggesting to any such person the option of obtaining separate counsel, without specifically
3 identifying options for such counsel, shall be permitted under the terms of this provision.
4 Additionally, Class Counsel and their respective firms agree (only to the extent that it is
5 otherwise not violative of any applicable professional rules) not to represent, encourage, solicit or
6 otherwise assist, in any way whatsoever, any Opt Out or any other person who seeks to represent
7 any form of opt-out class, or any other person, in any subsequent litigation that person may enter
8 into with Released Persons regarding the Released Claims or any related claims, except that
9 suggesting to any such person the option of obtaining separate counsel, without specifically
10 identifying options for such counsel, shall be permitted.

11 15. The Settlement fits within the parameters necessary for potential final approval,
12 and is therefore hereby preliminarily approved, but is not to be deemed an admission of liability
13 or fault by Defendants or by any other person, or a finding of the validity of any claims asserted
14 in the Action or of any wrongdoing or of any violation of law by Defendants. The Settlement is
15 not a concession and shall not be used as an admission of any fault or omission by Defendants or
16 any other person or entity. Neither the terms or provisions of the Stipulation of Settlement, nor
17 any related document, nor any of the negotiations or proceedings connected with it, shall be
18 offered as evidence or received in evidence in any pending or future civil, criminal, or
19 administrative action nor proceeding, to establish any liability or admission by Defendants except
20 in any proceedings brought to enforce the Stipulation of Settlement, except that the Released
21 Persons may file this Order in any action that may be brought against any of them in order to
22 support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,
23 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
24 preclusion, or similar defense or counterclaim.

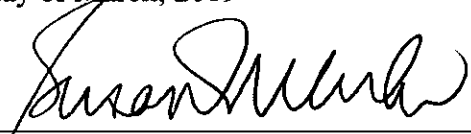
25 16. Upon motion of any party, the Court may, for good cause, extend any of the
26 deadlines set forth in this Order without further notice to the Class.

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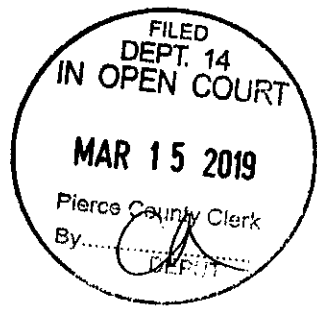
17. Pending final determination as to whether the Proposed Settlement should be approved, no Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any Released Person, whether directly, representatively, or in any capacity, and regardless of whether any such Class Member has appeared in the Action.

DONE IN OPEN COURT this 15 day of March, 2019



SUSAN K. SERKO
Superior Court Judge

Presented by:
Law Offices of STEPHEN M. HANSEN, P.S.


STEPHEN M. HANSEN, WSBA #15642
Of Attorneys for Plaintiff



Copy received; approved as to form and content:
DAVIS WRIGHT TREMAINE, LLP


STEVEN P. CAPLOW, WSBA #19843
Of Attorneys for Defendant

ORDER PRELIMINARILY APPROVING SETTLEMENT, CERTIFYING SETTLEMENT CLASS, AND DIRECTING NOTICE TO CLASS - 7

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