

April 24 2024 3:04 PM

The Honorable BRYAN CHUSHCOFF

CONSTANCE R. WHITE
COUNTY CLERK
NO: 18-2-06616-1

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

ANOUSACK SANITH, Individually, and as
the Representative of All Persons Similarly
Situated,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

NO. 18-2-06616-1

**DECLARATION OF STEPHEN M.
HANSEN ISO PRELIMINARY
APPROVAL OF SETTLEMENT**

HEARING DATE: May 10, 2024

I, STEPHEN M. HANSEN, HEREBY DECLARE UNDER PENALTY OF PERJURY
AS FOLLOWS:

1. I am one of the attorneys for the above-named Plaintiff. I submit this declaration based upon personal knowledge and in support of the motion for certification of this case as a settlement class and preliminary approval of a class-wide settlement.

2. On March 23, 2018 Plaintiff ANOUSACK SANITH filed a Class Action Complaint in the above-entitled matter against SFF&CC alleging causes of action for breach of contract based upon SFF&CC's alleged failure to properly and fairly assess claims for DV and to pay him and Class Members (as hereinafter defined) under the statutorily mandated wording of

1 the Underinsured Motorist Property Damage (UMPD) coverage for the amount that their
2 vehicles' decreased in value as a result of property damage to their vehicles.

3 3. Mr. Sanith is a first-party insured who purchased UMPD coverage with
4 SFF&CC. Mr. Sanith's Complaint alleges that his insuring agreement, and the insuring
5 agreement for the putative Class Members, is the statutorily mandated UMPD language, and
6 that this language has been held to cover the loss of market value of his vehicles after repair
7 consistent with WPI 30.12, and that as such he, and members of the proposed Class, are entitled
8 to recover any loss in value of their vehicles as of the time of their accidents. SFF&CC denies
9 liability and maintains that it paid the full and appropriate amounts owed, as part of its regular
10 claim-handling process.
11

12 4. SFF&CC appeared through counsel and each side served discovery requests upon
13 the other in the form of Interrogatories/Requests for Production of Documents, and depositions.
14 Each side provided answers to these discovery requests and provided witnesses. Following entry
15 of an agreed case scheduling order to accommodate briefing for purposes of class certification,
16 the parties in turn submitted their briefs on Class Certification and deposed experts. On July 8,
17 2022, the parties presented oral argument to the Court. The Court granted Plaintiff's motion, and
18 on October 21, 2022 entered its order certifying the class proposed by Mr. Sanith.
19

20 5. On November 21, 2022, SFF&CC sought discretionary review of the class
21 certification order. Following briefing and oral argument, review was denied on March 21, 2023
22 (Case No. 58078-1-II). The appellate court issued its Certificate of Finality on April 21, 2023.
23 On May 10, 2023, Mr. Sanith then filed his motion for approval of a notice plan and approval of
24 a proposed notice form to the class members. The Court granted the motion on June 9, 2023.
25

26 6. Following denial of review and while the request for approval of the proposed

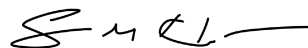
1 Class Notice was pending, the parties re-engaged in discussions regarding a possible settlement,
2 and a proposed Settlement Class. SFF&CC assembled its data in response to Plaintiff's request
3 for a Class List and has determined that the proposed Settlement Class will contain
4 approximately 2,600 claims.

5
6 7. The parties have agreed to a resolution at the same per claim figure (\$800 per
7 claims) and applicable terms as in prior similar settlements approved against insurers in
8 Washington. This results in a settlement fund of roughly \$2,080,000.00, less attorney's fees and
9 costs approved by the Court, and less any service award approved by the Court, for disbursement
10 to eligible Class Members who present a timely and valid claim. The amount of this settlement
11 fund was based on settlement amounts and methodology used in or arising out of mediated class
12 action settlements in prior diminished value cases in a similar procedural posture. In each
13 instance those settlements were approved by the Court.

14
15 8. Only after these figures, other key terms, and the settlement structure were
16 finalized, did the parties discuss fees (agreeing that as with similar cases proceeding though
17 Class Certification and review, 30% of the fund could be requested) costs, and any Class
18 representative bonus (up to \$10,000 for Mr. Sanith, in line with prior cases). These discussions
19 culminated with the settlement presented here for preliminary approval.

20
21 9. True copies of the signed settlement agreement and the supporting settlement
22 documents are attached to this declaration.

23 DATED at TACOMA, Washington this 24th day of April, 2024.

24
25 

26
STEPHEN M. HANSEN, WSBA #15642

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
PIERCE COUNTY**

ANOUSACK SANITH, Individually, and as the
Representative of All Persons Similarly Situated,
Plaintiff,

VS.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

No. 18-2-06616-1

**STIPULATION OF SETTLEMENT
AND SETTLEMENT AGREEMENT**

STIPULATION OF SETTLEMENT AND SETTLEMENT AGREEMENT

This Stipulation of Settlement and Settlement Agreement (“Agreement” or “Stipulation”) is made by and between the plaintiff ANOUSACK SANITH (hereinafter “SANITH” or “Plaintiff”), on behalf of herself and all others similarly situated, and Defendant, STATE FARM FIRE AND CASUALTY COMPANY, (hereinafter “SFF&CC”) in Pierce County Superior Court Cause No. 18-2-06616-1. Plaintiff enters into this Agreement as the proposed Representative of a Class to be comprised of certain insureds of SFF&CC with policies issued in the State of Washington.

THIS AGREEMENT is entered into subject to the above and foregoing terms and conditions:

RECITALS

WHEREAS, on March 23, 2018, SANITH filed a Class Action Complaint for Breach of Contract (the "Complaint"), which is now pending in the Pierce County Superior Court (the "Court"), designated as Cause No. 18-2-06616-1;

WHEREAS, Plaintiff and Settlement Class Members (as hereinafter defined) have each owned a vehicle that was involved in a collision, were insured under automobile insurance policies issued by SFF&CC, and suffered a covered underinsured motor vehicle property damage loss (the "Settlement Class Members' UMPD Claims");

WHEREAS, the Settlement Class Members' UMPD Claims resulted in a covered loss as defined by SFF&CC's Insurance Policy to the vehicles involved in those incidents;

WHEREAS, the Action alleges generally, that, in breach of the Policies, SFF&CC failed to pay or sufficiently pay the Plaintiff and Settlement Class Members (as hereinafter defined) for diminished value with respect to their UMPD Claims;

WHEREAS, Plaintiff, through counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the settlement contemplated by this Stipulation (the "Settlement"), considered the risks and delay associated with the continued prosecution and possible appeal of this Action and the likelihood of success on the merits of the Action, and believes that, in consideration of all the circumstances, the Proposed Settlement is fair, reasonable, adequate, and in the best interests of the Plaintiff and Settlement Class Members (as hereinafter defined); and

WHEREAS, SFF&CC believes it has numerous merits and class defenses, and further maintains that it has consistently acted in accordance with governing laws at all times and denies wrongdoing of any kind whatsoever, and without admitting liability, has nevertheless agreed to enter into this Stipulation to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims which were asserted or could have been asserted in the Action; and

WHEREAS, without conceding the correctness of any other party's legal position, claims and/or defenses, the Parties wish to avoid the effort, expense and risk of continued litigation;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiff, the Settlement Class Members (as hereinafter defined), and SFF&CC upon approval of the Court after hearing as provided for in this Stipulation, on the following terms and conditions:

I. DEFINITIONS

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. "Accidents" means the automobile accidents that Settlement Class Members were involved in with uninsured, underinsured or hit and run motorists and that gave rise to the diminished value property damage claims that are the subject of this litigation.
2. "Action" means the above-captioned lawsuit, Cause No. 18-2-06616-1 in the Pierce County, Washington Superior Court.
3. "Claim" means a request by Plaintiff or a Settlement Class Member for a benefit under the Settlement.
4. "Claimant[s]" means Plaintiff and those Settlement Class Members who submit a timely and Valid Claim Form.

5. "Claim Form" means that form attached to or accompanying the Individual Notice, pursuant to which Settlement Class Members may elect to participate in this Settlement. The Claim Form to be printed on blue or green paper, is attached hereto as Exhibit "A."

6. "Claim Form Submission Date" means a date not later than forty-five (45) days after the Final Settlement Hearing.

7. "Claims Administrator" means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to jointly recommend to the Court JND Legal Administration ("JND") as the Claims Administrator.

8. "Class Counsel" means the following attorneys who represent the Named Plaintiff and the other Class Members:

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

Scott P. Nealey
Law Office of Scott P. Nealey
315 Montgomery Street, 10th Floor
San Francisco, CA 94104

9. "Class Period" shall mean the period from March 23, 2012 to February 13, 2024.

10. "Class Representative" means ANOUSACK SANITH and/or any other person(s) named by the Court as a Class Representative.

11. "UMPD Coverage" means the underinsured motor vehicle property damage insurance coverage provided by SFF&CC to Plaintiff and the Settlement Class Members under the Washington automobile insurance policies issued by SFF&CC to Plaintiff and the Settlement Class Members.

12. "Court" shall mean the Superior Court of the State of Washington, in and for Pierce County, including without limitation Department 4 thereof, presided over by the Honorable BRYAN CHUSHCOFF.

13. "Defendant" means STATE FARM FIRE & CASUALTY COMPANY.

14. "Deficient Claim Form" means a claim form that is not signed by the Claimant, where the Claimant's name is not legibly printed on the form, or where the questions have not all been answered.

15. The "Effective Date" of this Stipulation, shall be the first date after which all the following events and conditions have been met or occurred:

(1) All parties have executed this Stipulation;

(2) The Court has, by entry of the Preliminary Approval Order, preliminarily approved this Stipulation, the Settlement set forth herein and the method for providing notice to the Class; and

(3) The Court has entered the Final Approval Order and Judgment, finally approving the Settlement, and releasing the Released Persons from the Released Claims and dismissing with prejudice, and without leave to amend, the Action and all claims asserted therein and the Final Approval Order and Judgment is fully enforceable and beyond appeal.

16. "Eligible Class Member" is a Settlement Class Member who has submitted a Valid Claim Form and whose eligibility has not been challenged by the Defendant within ninety (90) days of the Claim Form Submission Date, or, with respect to challenged claims, whose challenge has been resolved favorably to the Settlement Class member as provided for in paragraph 46 below.

17. "Final Approval Order and Judgment" means the Order to be entered by the Court, substantially in the form attached hereto as Exhibit "B" or such other form as is mutually

agreeable to the Parties, approving this Settlement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the applicable Washington State Superior Court Civil Rules and/or other applicable law, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Settlement, with the Court retaining jurisdiction over the Settlement and its administration, as set forth in the Final Approval Order and Judgment.

18. “Final Settlement Hearing” means the hearing at which final approval of the Settlement in this matter is sought.

19. “Individual Notice” means the notice that the Settlement has been preliminarily approved, in substantially the same form and with substantially the same content as Exhibit “C” hereto, to be sent to the Settlement Class Members by first-class mail.

20. “Legally Authorized Representative” means an administrator/administratrix or executor/executrix of a deceased Potential Class Member’s estate, a guardian, conservator, or next friend of an incapacitated Potential Class Member or any other legally appointed person or entity responsible for handling the business affairs of a Settlement Class Member.

21. “Notice” means, collectively, the communications by which Potential Settlement Class Members are notified of the existence and terms of the Settlement.

22. “Notice Date” means the date upon which Individual Notice is first mailed to Potential Settlement Class Members.

23. “Objection” means a written objection to the Settlement by those who do not opt out which is received no later than thirty (30) days before the Final Settlement Hearing.

24. "Opt Out" means any Person who sends a written communication requesting exclusion from this Settlement, which communication is received no later than thirty (30) days before the Final Settlement Hearing.

25. "Parties" means, collectively, the Class Representative, on behalf of himself and all others similarly situated, and Defendant.

26. "Person" means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

27. "Preliminary Approval Order" means the Court's preliminary approval of this Settlement in substantially the form attached hereto as Exhibit "D."

28. "Policy" or "Policies" means the automobile insurance policies issued by SFF&CC which, at the time of the Settlement Class Members' UMPD claims, insured their respective vehicles.

29. "Released Claims" means and includes any and all claims for relief or causes of action, Unknown Claims, known claims, rights, demands, actions, suits, debts, liens, contracts, liabilities, agreements, interest, fees, costs, expenses or losses, including but not limited to claims based in contract or tort, common law or equity, and federal, state, or local law, statute, ordinance, or regulation, and any other claims for relief and/or remuneration whatsoever, including, but not limited to, all claims arising out of the Defendant's handling or administering of claims for UMPD Coverage or underinsured motorist property damage; claims for bad faith; claims for UMPD Coverage or UIM property damage; claims for diminished value or stigma; breach of any written or oral agreement or insurance contract or any similar act; waiver; estoppel; any tortious injury, including any intentional or negligent acts; agent negligence; failure to procure coverage or misconduct; punitive damages; treble damages; statutory damages;

regulatory claims; claims for violation of the Washington Consumer Protection Act or any similar act; claims for violation of the Washington Insurance Fair Conduct Act or any similar act; misrepresentation; and/or any claim for attorneys' fees and expenses; arising on or before the Effective Date hereof, which the Releasing Parties had, have, may have in the future, or which are or could have been alleged by the Plaintiff in the Action, for themselves and on behalf of the Settlement Class, that arise out of or relate in any way whatsoever to the Action.

30. "Released Persons" means the Defendant and any of their business entities or divisions, affiliate companies, parent companies, holding companies, heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers, underwriters, directors, agents, employees and/or independent contractors, attorneys-in-fact, and/or any other person or entity who could or might be subject to any liability under or through any of the foregoing.

31. "Releasing Parties" means Plaintiff, the Settlement Class Members, their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, employees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and future parent, subsidiary and affiliated corporations, and any other person or entity who could or might assert any claim under or through any of the foregoing.

32. "Settlement" means the settlement contemplated by the terms, conditions, and provisions set forth in this Stipulation including all exhibits hereto.

33. "Settlement Class" means the Class described as follows:

All SFF&CC insureds with Washington policies issued in Washington State, where the insureds' vehicle damages were covered under Underinsured Motor Vehicle Property Damage coverage, and

1. the repair estimates on the vehicle (including any supplements) totaled at least \$1,000; and
2. the vehicle was no more than six years old (model year plus five years) and had less than 90,000 miles on it at the time of the accident; and

3. the vehicle suffered structural (frame) damage and/or deformed sheet metal and/or required body or paint work. Excluded from the Class are (a) claims involving leased vehicles or total losses, (b) the assigned judge, the judge's staff and family, and (c) accidents with a date of loss before March 23, 2012.

34. "Settlement Class List" means the class notice list to be furnished to Class Counsel & the Claim Administrator for notice by the Defendant within 30 days after the date of preliminary approval. The Settlement Class List shall include all claims identified as likely to fall within the "Settlement Class" as February 13, 2024.

35. "Settlement Fund" means the exact number to be determined by multiplying \$800 by the number of claims on the Settlement Class List.

36. "Settlement Class Member" means any Person who is included within the definition of the Settlement Class and that Person's Legally Authorized Representative.

37. "Stipulation" means this Stipulation of Settlement, including all exhibits hereto.

38. "UMPD Coverage" means the insurance coverage provided by Defendant to Settlement Class Members for underinsured motor vehicle property damage coverage.

39. "Unknown Claims" means claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Stipulation, as to any of the Released Claims.

40. "Final" means, with respect to the Final Approval Order and Judgment, that the Final Approval Order and Judgment is entered by the Court and the time for appeal from such Final Approval Order and Judgment has lapsed (including, without limitation, any extension of time for the filing of any appeal that may result by operation of law or order of the Court or the Washington State Court of Appeals) with no notice of appeal having been filed, or if an appeal is filed, the day that the Final Approval Order and Judgment is affirmed, all appeals are dismissed,

and no further appeals to, or petition or other request for discretionary review in, any court remains.

41. "Deficient Claim Form" means a Claim Form that does not meet the definition of "Valid Claim Form."

42. "Valid Claim Form" means a timely Claim Form submitted by a Class Member who has not requested exclusion from the Settlement (or submitted on behalf of such Class Member by that Class Member's Legally Authorized Representative), that is filled out on paper or submitted electronically via the Settlement website established by the Claims Administrator (using an identifier to be provided on the notice), that includes the Class Member's printed name and the signature (or electronic signature if submitted via the Settlement website) of the Class Member or his or her Legally Authorized Representative, and that affirms under oath, that the answers to each of the following questions pursuant to the instructions on the Claim Form are true and correct, as set forth in Exhibit "A" hereto.

- (1) Before the accident date listed above, had your vehicle been involved in any other accident while you owned the vehicle? (Yes ____, No ____, I don't know ____);
- (2) Before you owned the vehicle, had it been involved in any other accident? (Yes ____, No ____, I don't know ____);
- (3) At the time of the accident, did you lease your vehicle (as opposed to owning it)? (Yes ____, No ____, I don't know ____);
- (4) Since the accident date listed above, have you filed bankruptcy or been discharged from bankruptcy? (Yes ____, No ____, I don't know ____).

II. CLAIMS PROCEDURE AND PAYMENT

43. The Settlement shall be a claims-made settlement, with valid claims made being paid from the Settlement Fund. In order to receive payment under this Settlement, Class

Members must submit a Valid Claim Form postmarked or submitted electronically by a date no later than forty-five (45) days after the final approval hearing date in the Notice.

44. Deficiency notices will be sent by the Claims Administrator within thirty (30) days after the Claim Form Submission Date to Claimants who have submitted Deficient Claim Forms. Any Deficient Claim Forms shall be subject to having the deficiencies corrected by Claimants within sixty (60) days of the date shown on the deficiency notice. Corrections to Deficient Claim Forms must be postmarked or received via e-mail by the Settlement Administrator no later than sixty (60) days of the date shown on the deficiency notice. Upon proper completion and return, such Deficient Claim Forms shall be considered Valid Claim Forms. Forms that are not timely returned, or are returned but still contain deficiencies, will be considered invalid. A complete set of the Valid Claim Forms will be submitted to the Defendant at the end of the deadline for returning corrected claim forms. If the Valid Claim Forms are not challenged by the Defendant within sixty (60) days of receipt, these Claims become "Eligible Class Members" and payment will be sent to them as provided for in paragraph 47.

45. A Claimant who submits a Valid Claim Form where the Claimant answers "yes" to question (1) or (2), will receive one-half of the payment on their claim. A Claimant will also receive one-half payment if Defendant's records show that the vehicle was in a prior accident.

46. A Claimant who submits a Valid Claim Form will not be eligible to receive payment under this Settlement if:

(a) the Claimant answers "yes" to question (3);

(b) Defendant presents sufficient proof from its files that (i) the vehicle was leased; (ii) the repair estimates on the vehicle did not total at least \$1,000; (iii) the vehicle was a total loss; (iv) the vehicle had more than 90,000 miles on it at the time of the accident; or (v) the claim was limited to (1) glass repair or replacement; (2) tire replacement, or (3) sound systems repair or replacement, or (4) any combination of (1), (2) and (3) only.

Defendant shall provide notice to Class Counsel, within sixty (60) days after Defendant's receipt of the complete set of Valid Claim forms, if Defendant believes that a Claimant who has submitted a Claim Form is ineligible to receive payment or is eligible for reduced payment under this Settlement by making a challenge to the Claim.¹ Defendant shall also have a right to challenge, within that same 60-day period, Claims made by or on behalf of any individual who has previously released their Claims.

Class Counsel and Defendant shall have thirty (30) days from such notice to reach an agreement on the eligibility determination of the Claimant and if no agreement is reached the determination shall be submitted to the Superior Court for resolution, whose decision will be final and non-appealable. Within fourteen (14) days of the final resolution of the last of any such disputed eligibility determination, whether by agreement or Court determination, the Claims Administrator shall notify Defendant's Counsel in writing of the total amount of payments due to Eligible Class Members. Defendant shall have twenty-one (21) days from the date of such notice in which to transfer funds equal to the total amount of payments due Eligible Class Members to an escrow account maintained by the Claims Administrator. Upon receipt of such funds, the Claims Administrator shall have twenty-one (21) days in which to send payments to the Eligible Class Members.

¹ If SFF&CC presents sufficient proof from its claims file that a finding of comparative fault percentages was made, and applied to the payments under the UMPD coverage, that same prior finding as to comparative fault percentages shall also be applied to the amounts otherwise to be paid under the formula in Paragraph 49, *infra*. (E.g., if the Claimant is otherwise entitled to a payment of \$1000 under Paragraph 49, and SFF&CC presents sufficient proof from its files that it determined comparative fault as 70% to the underinsured party, 30% to the Claimant, and reduced prior UMPD payments by 30%, the Claimant is entitled to a payment of \$700 (\$1,000 x 70%).)

47. Subject to any adjustments, credits and debits described *supra*, Payment to Settlement Class Members (“Settlement Payment”) shall be calculated as follows:

(1) Defendant will use the total amount of payments under the UMPD Coverage as shown on the Settlement Class List (excluding payments to Opt Outs), as the “Total Repair Cost Payments.” The individual amounts listed as having been paid for each Settlement Class Member on that list shall be considered the “Individual Class Member Repair Cost Payment.”

(2) Each Eligible Settlement Class Member shall receive a Settlement Payment from Defendant to be calculated as follows:

(The amount of the Settlement Fund) - [minus] attorneys' fees and costs awarded to Class Counsel pursuant to Paragraph 64 and Class Representatives service fees pursuant to Paragraph 64)

x (multiplied by)

(Individual Class Member Repair Cost Payment divided by the Total Repair Cost Payments), except in the case of Settlement Class Members whose vehicles were in a prior accident, in which case the Settlement Payment will be one-half the product of the above formula.

(3) Defendant may deduct from the amount derived by the calculation in subsection (2) above (and will receive full credit for) any and all past payments for diminished value to Settlement Class Members who have submitted a timely Valid Claim Form. (E.g., if the formula results in a Settlement Payment of \$2000, and SFF&CC documents payment of \$500 in diminished value to the Class Member, the individual settlement payment will be \$1500).

(4) The Parties expressly acknowledge and understand that the Settlement Class List is controlling.

(5) The amounts paid to each Settlement Class Member who submits a Valid Claim Form shall be Defendant’s only payment obligations under this Settlement (with the sole exception of the Class Representative fee described in Paragraph 48), and these claims will be paid as made, with no fund being created.

48. As set forth below in paragraph 64, Defendant agrees to pay ANOUSACK SANITH up to \$10,000.00 for his service as Class Representative within fourteen (14) business days after the Effective Date.

49. The Releasing Parties fully understand and intend, upon advice of counsel, that, pursuant to this Agreement, the payments set forth above (except the additional service award to the Class Representative as set forth in Paragraph 48 above) shall be the only payment any or all of them will ever receive from the Released Parties relating in any way whatsoever to the Action and the Policies' UMPD Coverage and as to any and all possible claims related to and/or associated with any of the foregoing.

50. If, after all checks have been disbursed to Eligible Class Members, there are checks that have not been cashed within ninety (90) days of the check's date, or are returned as undeliverable, and no deliverable address can be identified through the process set forth in in this Agreement, the Claims Administrator will stop payment on those uncashed checks, and the payment to the Eligible Class Member shall be deemed as having never been made. (If an Eligible Class Member requests the Claims Administrator to reissue a check within the above 90-day period, the Claims Administrator shall issue a replacement check with a 90-day expiration date. If the replacement check has not been cashed by this expiration date, the Claims Administrator will stop payment on the uncashed check, and the payment to the Eligible Class Member shall be deemed as having never been made.) Uncashed checks will be subject to the applicable escheat laws and will not be considered as residual funds under Washington Civil Rule 23(f) or any other law or otherwise subject to the doctrine of *cy pres* or its equivalent.

III. SFF&CC'S MAXIMUM MONETARY OBLIGATION UNDER SETTLEMENT

53. The Settlement Fund represents a cap on SFF&CC's obligation to pay these amounts under the Settlement. To the extent the total amounts of the Court-ordered attorneys' fees and expense award, the Court-ordered service award to the Class Representative, and the Settlement Payments are less than the amount of the Settlement Fund, then SFF&CC shall pay

only those lesser amounts. In addition, SFF&CC shall pay the costs of the Claims Administrator, as set forth in Paragraph 57.

54. Thus, SFF&CC's maximum monetary obligation under this Settlement shall be limited to (a) paying the costs of notice and settlement administration, including the fees and expenses of the Claims Administrator; (b) paying from the Settlement Fund the attorneys' fees and expenses award as ordered by the Court as set forth in Paragraphs 64-65; (c) paying from the Settlement Fund any Class Representative service award as ordered by the Court as set forth in Paragraph 48; and (d) paying from the Settlement Fund the Settlement Payments as set forth in Paragraphs 43-47.

55. No liability with respect to this Stipulation shall attain in favor of the Class Representatives or Class Members or Class Counsel as against any officer, director, member, agent, or employee of SFF&CC, but rather, the Class Representatives, Class Members, and Class Counsel shall look solely to the assets of SFF&CC for satisfaction of this Stipulation.

IV. CLAIMS ADMINISTRATOR.

56. The Parties agree to recommend to the Court JND as Claims Administrator, which will be designated as the "Claims Administrator." The Claims Administrator shall (i) oversee the provision of Notice to the Class; (ii) establish a settlement web-site, which shall include the ability to submit claims electronically, (iii) oversee identification of addresses for any returned mail, and remailing notice, (iv) process Claim Forms; (v) contact by mail Settlement Class Members whose Forms are deficient to obtain a cured form, (vi) process any Valid Claim Forms, (vii) send those forms to Defendant for challenge or payment (viii) forward inquiries and questions to Stephen Hansen and Scott Nealey; and (ix) provide a certification to the Court regarding the administration of notice and processing of claims in conjunction with final

approval as well as periodic reports, and in the event that the Claims Administrator issues checks, the amount of the payments to the Claimants as set forth herein.

57. The Claims Administrator shall be paid by SFF&CC for services rendered pursuant to this Agreement. Such costs include, without limitation, the reasonable costs of notifying the Settlement Class Members; the reasonable costs, after Defendant has cross checked the class list addresses for current or more up to date addresses in their own databases, of updating the addresses of Settlement Class Members from the National Change of Address Data Base and "True Trace"; preparing the Individual Notice and Claim Forms; mailing of the Individual Notice and Claim Forms; processing the claims; and costs associated with the services of the Claims Administrator to undertake any duties required to assist in the management of this Settlement, including, but not limited to, fees associated with the establishment of a website concerning the Settlement and providing for online submission of claims.

V. NOTICE AND ADMINISTRATION OF SETTLEMENT.

58. No later than sixty (60) days after the Preliminary Approval of this Settlement, the Claims Administrator shall have sent a copy of the Individual Notice and a Claim Form (or Claim Forms if a Class Member has multiple claims, with the notice containing a form for each claim), pre-printed with the Class Member's name and most recent address as determined below in this Paragraph and Paragraphs 56-57, the date of the loss, and the vehicle's make, model, and year, by first-class mail, to each Person on the 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 and "True Trace". The Claims Administrator shall use its best efforts to complete the mailing of the Individual Notice and Claim Form to each Person on the Settlement Class List, as soon as possible, but no later than

sixty (60) days after the Preliminary Approval of the Settlement as provided herein. The Individual Notice will be approved as to form and content by the Court and be in the form attached hereto as Exhibit "C" unless otherwise modified by agreement of the Parties and approved by the Court. The mailing to the Settlement Class Members that contains the Individual Notice will also include a copy (or copies, where a Settlement Class Member has more than one claim) of the Claim Form, attached hereto as Exhibit "A."

59. If any Individual Notice and/or Claim Form mailed to any Person on the Class List in accordance with the procedure set forth above is returned to the Claims Administrator as undeliverable, then the Claims Administrator shall re-send the returned Individual Notice and/or Claim Form to the Class Member by first-class mail to any forwarding address provided by the United States Postal Service. The Claims Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Defendant and Class Counsel as requested.

60. A website for the Settlement administration will be established by the Claims Administrator wherein the Individual Notice and Claim Form, Stipulation, approval papers, and any further necessary information, will be made available to the Settlement Class by the Claims Administrator.

61. Neither Defendant, nor Plaintiff, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

VI. DECEASED, MINOR AND BANKRUPT CLASS MEMBERS.

62. Where a Class Member is deceased and a payment is due to that Class Member, the Settlement Payment may be made to such Class Member's Legally Authorized Representative if the Legally Authorized Representative is not otherwise able to cash the initial

Settlement Payment. Where a Class Member has been declared bankrupt, or is the subject of an open and ongoing bankruptcy proceeding, and a payment is due to the Class Member, upon receipt of proper notification and documentation after the Class Member having checked the Bankruptcy box on the Claim Form, the Settlement Payment will be made to the bankruptcy trustee, the Class Member or as otherwise directed in accordance with applicable U.S. Bankruptcy Code laws.

VII. COMMUNICATIONS WITH THE CLASS.

63. The Individual Notice shall list Class Counsel's addresses, telephone numbers and e-mail addresses. Other than as provided for in this Stipulation, communications relating to the Action or this Settlement with Persons receiving Individual Notices and Settlement Class Members shall be handled through Class Counsel. Neither Class Counsel, nor anyone acting on behalf of Class Counsel, shall initiate any communications with Settlement Class Members prior to the Claim Form Submission Date except when necessary to answer Settlement Class Member questions; determine bankruptcy status; or assist in completing Deficient Forms. Nothing in this Stipulation shall be construed to prevent Defendant, its employees, agents or representatives from communicating with Settlement Class Members in the normal course of their business operations. Defendant may communicate with agents and employees regarding the proposed Settlement or Action, and respond to inquiries from or on behalf of, agents, employees, insureds, policyholders, and Settlement Class Members, orally or in writing, regarding matters in the normal course of administering the Policies or in the ordinary course of business, including through appropriate agents or agencies. Notwithstanding the foregoing, prior to the Final Settlement Date, Defendants shall refer substantive inquiries relating to participation or objections from members of the Settlement Class to Class Counsel.

VIII. ATTORNEYS' FEES, CLASS REPRESENTATIVE FEES, AND COSTS.

64. Attorneys' fees and costs have not been fully negotiated by Class Counsel and Defendant, and were not negotiated or discussed until all other material terms of the settlement were resolved. Class Counsel will submit their fee and cost request, and any request for fees for the Plaintiff for his service as Class Representative, to the Court, and Defendant agrees to pay any fee request that does not exceed a sum equal to thirty percent (30%) of the amount of the Settlement Fund and a cost request that does not exceed \$13,000 as well as a Class Representative fee for Plaintiff ANOUSACK SANITH in the sum of up to \$10,000.00. Any attorneys' fees and costs, and any Class Representative fee, awarded by the Court will be paid to Class Counsel and Plaintiff, respectively, no later than fourteen (14) business days after the Effective Date. Such payment shall be made by a check or wire issued to Law Offices of Stephen M. Hansen, P.S. Trust Account, unless other delivery instructions are provided to Defendant's counsel in writing by Class Counsel.

65. The amounts set forth in Paragraph 64 shall constitute all the sums Defendant shall ever pay to Class Counsel as attorneys' fees or expenses. Defendant shall have no responsibility for and shall have no liability whatsoever with respect to the allocation among Class Counsel and/or any other Person who may assert a claim thereto, of any attorneys' fees, costs, or expenses that the Court may award. Class Counsel and/or the Class Representative agree in all events that they will neither ask for nor receive or accept any more than the maximum amount of fees and/or costs set forth in Paragraph 64 above. Any award by the Court or any appellate court of attorneys' fees and costs, or Class Representative fee, to be paid by Defendant in excess of the maximum award agreed upon herein, shall not be executed upon in any fashion by Class Counsel and/or the Class Representative.

**IX. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL,
CANCELLATION OR TERMINATION OF STIPULATION.**

66. The Plaintiff, Settlement Class Members, and Defendant consent to the entry of a Final Approval Order and Judgment in the form attached as Exhibit "B."

67. Within twenty (20) business days after notice of the occurrence of any of the following events, the Defendant shall have the right, exercisable at its sole discretion, to terminate this Settlement by delivering written notification of such election to Class Counsel if:

- (1) The Court, or any appellate court(s), rejects, denies approval, disapproves the Settlement or any portion of this Settlement, including, but not limited to, the terms of the Settlement, Class relief, the provisions relating to notice, and the Released Claims;
- (2) The Court, or any appellate court(s), does not enter or completely and unconditionally affirm any portion of the Settlement, Preliminary Approval Order, or Final Approval Order and Judgment; or
- (3) Any financial obligation is imposed upon Defendant in addition to and/or greater than those specifically accepted by Defendant in this Settlement.
- (4) In the event that 5% or more of Settlement Class Members file valid and timely requests for exclusion.

If Defendant exercises its right of termination pursuant to this Paragraph 67, this Stipulation shall be null and void and of no force and effect.

68. If the proposed Settlement shall fail for any reason other than a breach by one of the Parties:

- (1) This Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Settlement shall be without prejudice to the rights and contentions of the Parties hereto and any of the Settlement Class Members;
- (2) This Settlement, all of its provisions and all negotiations, statements and proceedings relating to them shall be without prejudice to the rights of any of the Parties,

each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Settlement;

(3) This Settlement, any provision of this Settlement, and the fact of this Settlement having been made, shall not be admissible or entered into evidence for any purpose whatsoever;

(4) Any judgment or order entered after the date of this Settlement will be vacated and will be without any force or effect. The Parties hereto agree that they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Settlement; and

(5) The Parties hereby agree that they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel and other similar or related theories, that the Settlement and related pleadings and filings, any provision of this Settlement the fact of this Settlement having been made, and any settlement negotiations preclude Defendant from opposing certification or the claims in the Action or in any other proceeding. The Parties further agree that, to the extent permitted by law, neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence or used as precedent in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Agreement.

This Section (Paragraph 68) shall survive any termination of this Stipulation and Settlement.

69. Upon the preliminary approval of this Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, 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 Settlement or to comply with or effectuate the terms of this Stipulation.

70. In the event that any of the events or conditions described above are not met or do not occur, this entire Stipulation shall become null and void, except that the Parties shall have the option to agree in writing to waive the event or condition and proceed with this Settlement, in which case the Effective Date shall be deemed to have occurred on the date of said written agreement, or a date otherwise specified in said written agreement.

X. OBJECTIONS AND REQUESTS FOR EXCLUSION.

71. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked no later than thirty (30) days before the Final Settlement Hearing, which shall be sent to the Claims Administrator. Written requests for exclusion must be signed and include the individual's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. Requests for exclusion must be exercised individually by the Class Member, not as or on behalf of a group, class, or subclass, except that such exclusion requests may be submitted by a Class Member's Legally Authorized Representative.

72. Settlement Class Members who do not request exclusion may object to the Proposed Settlement. Settlement Class Members who choose to object to the Settlement must file written notices of intent to object in accordance with Paragraphs 73 and 74. Any Class Member may appear at the Final Settlement Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness,

reasonableness and adequacy of the Settlement, and on the application for an award of attorneys' fees and costs. The right to object to the Settlement must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

73. To be effective, a notice of intent to object to the Settlement must:

- (1) Contain a heading that includes the name of the case and case number;
- (2) Provide the name, address, telephone number and signature of the Class Member filing the objection;
- (3) Be filed with the Clerk of the Court not later than thirty (30) days before the Final Settlement Hearing;
- (4) Be served on Class Counsel and counsel for the Defendant by first-class mail, postmarked no later than thirty (30) days prior to the Final Settlement Hearing;
- (5) Contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she or they must comply with all applicable laws and rules for filing pleadings and documents in this Court; and
- (6) State whether the Objector intends to appear at the Final Settlement Hearing, either in person or through counsel.

74. In addition to the foregoing, a notice of intent to object must contain the following information, if the Class Member or his/her or their attorney requests permission to speak at the Final Settlement Hearing:

- (1) A detailed statement of the specific legal and factual basis for each and every objection; and

(2) A detailed description of any and all evidence the objector may offer at the Final Settlement Hearing, including photocopies of any and all exhibits which the objector may introduce at the Final Settlement Hearing.

75. All objectors shall make themselves available to be deposed by any Party in the county of the objector's residence within seven (7) days of service of his, her, or their timely written objection.

76. Any Class Member who does not file a timely notice of intent to object in accordance with this Section shall waive the right to object or to be heard at the Final Settlement Hearing and shall be forever barred from making any objection to the Settlement. Settlement Class Members who object to the Settlement shall remain Settlement Class Members, and have voluntarily waived their right to pursue an independent remedy against Defendant. To the extent any Settlement Class Member(s) objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member(s) will be forever bound by the Judgment of the Court.

XI. REPRESENTATION OF OPT OUTS.

77. Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Opt Out or any other person seeking to litigate with any of the Released Persons over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out except that referring such person to the individual Notice or suggesting to any such person the option of obtaining separate counsel,

without specifically identifying options for such counsel, shall be permitted under the terms of this provision. Additionally, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable professional rules) not to represent, encourage, solicit or otherwise assist, in any way whatsoever, any Opt Out or any other person who seeks to represent any form of opt-out class, or any other person, in any subsequent litigation that person may enter into with Released Persons regarding the Released Claims or any related claims, except that suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

XII. CONFIDENTIALITY AGREEMENT.

78. The following constitutes highly confidential and proprietary business information of Defendant (the "Confidential Information"): (a) the names, addresses, policy numbers, and other data concerning any insured of Defendant, including but not limited to those on the Class List; (b) the electronic data processing and other record keeping procedures and materials to be utilized by Defendant in identifying the Settlement Class Members, the Settlement Class List of insureds and in otherwise effectuating Defendant's other obligations under the Settlement; and (c) any documents produced by Defendant to Plaintiff in this Action that have been stamped confidential. The confidentiality of all Confidential Information shall be protected from disclosure by Class Counsel to any persons other than those described below and shall not be filed with the Court.

79. No person(s) other than Defendant's counsel, Class Counsel, and clerical/administrative personnel employed by Defendant's counsel or Class Counsel, the Claims

Administrator and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Confidential Information.

80. Within thirty (30) days after the Effective Date, Class Counsel shall, upon request, destroy or return to Defendant all Confidential Information and copies thereof in their possession, custody, or control and delete any electronic copies of Confidential Information. Within forty-five (45) days after the Effective Date Class Counsel shall deliver a letter to Defendant's counsel confirming their compliance with this Paragraph including a description of steps taken to assure the deleted material cannot be recovered or restored. In the event that any Confidential Information or documents have already been destroyed, Class Counsel will include in that letter the name and address of the person(s) who destroyed the Confidential Information and/or documents.

81. Also in furtherance of this confidentiality provision, Class Counsel and the Class Representatives agree not to make any statements to the media or in any public forum, orally or in writing, about the Action, or this Stipulation, other than statements which are fully consistent with this Stipulation and the Class Notice.

XIII. DISMISSAL OF ACTION, RELEASES AND COVENANTS NOT TO SUE.

82. Upon the Court's final approval of this Stipulation and the Settlement set forth herein, the Final Judgment shall be entered providing for the dismissal of the Action, with prejudice and without leave to amend, which includes the release by the Plaintiff, the Releasing Parties and the Settlement Class Members, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, of all Released Claims against all Released Persons.

83. Upon final approval of the Settlement, and as of the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties and each Settlement Class Member, including Plaintiff, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, upon final approval of the Settlement, shall be held to have fully released, waived, relinquished and discharged all the Released Persons from all the Released Claims, to the fullest extent possible allowed by law, and shall be enjoined from continuing, instituting or prosecuting any legal proceeding against the Released Persons relating in any way whatsoever to the Released Claims, except that Defendant shall not be released from its obligations to carry out the terms of this Stipulation.

XIV. DENIAL OF LIABILITY / NO PRECEDENTIAL VALUE.

84. Were it not for this Settlement, Defendant would have contested each and every claim in the Action. Defendant maintains that Defendant has consistently acted in accordance with governing laws at all times. Defendant denies all the material allegations set forth in the Action. Defendant has nonetheless concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Stipulation. Defendant has reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendant to conduct business unhampered by the distractions of continued litigation.

85. As a result of the foregoing, Defendant enters into this Stipulation without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall

be construed as an admission or concession by Defendant of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of Defendant.

86. To the extent permitted by law, neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant except in any proceedings brought to enforce the Stipulation and except that Released Parties may file this Stipulation in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

87. Neither this Stipulation, nor any pleading or other paper related in any way to this Stipulation, nor any act or communication in the course of negotiating, implementing or seeking approval of this Stipulation, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument they may have with respect to certification of any class(es) or subclass(es) in any proceeding, or shall be used as precedent in any way as to any subsequent conduct of Defendant except as set forth herein.

XV. MISCELLANEOUS PROVISIONS.

88. The Parties hereto agree to defend this Stipulation against objections made to final approval of the Settlement or in any appeal of the Final Judgment or collateral attack on the Stipulation or Final Judgment.

89. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Stipulation on behalf of their respective clients.

90. The Parties agree that this Stipulation contains the entire understanding between the Parties with respect to the transaction contemplated herein, that there is no representation, agreement, or obligation regarding the settlement which is not expressly set forth in this Stipulation, and that no representation, inducement, promise or agreement not expressly set forth in the text of this Stipulation shall be of any force or effect. All terms of this Stipulation are contractual and not mere recitals, and shall be construed as if drafted by all Parties hereto. The terms of this Stipulation are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

91. This Stipulation may be amended or modified only by a written instrument signed by counsel for all parties hereto. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

92. This Stipulation shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Washington.

93. The exhibits to this Stipulation are an integral part of the Settlement and are hereby incorporated into and made a part of this Stipulation.

94. To the extent permitted by law, this Stipulation may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Stipulation.

95. This Stipulation shall be deemed to have been executed upon the last date of execution by all the undersigned counsel.

96. This Stipulation may be executed in counterparts, each of which shall constitute an original.

97. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Stipulation and the Proposed Settlement embodied herein, and maintain jurisdiction over all Settlement Class Members. Specifically, the Court shall retain jurisdiction for purposes of: (a) implementation, enforcement, and administration of the Settlement, including any releases in connection therewith; (b) resolution of any disputes concerning Settlement Class membership or entitlement to benefits under the terms of the Settlement; (c) enforcing and administering the Settlement and the Action until each and every act agreed to be performed by the Parties has been performed pursuant to this Stipulation; and (d) other matters related to the foregoing.

98. Titles of sections to this Agreement are illustrative only and are neither binding on the Parties nor to be considered any part of the drafting history or other means of interpreting this Stipulation.

99. If a date or the last day of any period mentioned in this Agreement falls on a weekend or legal holiday, the period shall include the next business day.

100. This Stipulation is the product of arms' length negotiations between the Parties, acting through their respective counsel. Neither the Plaintiffs nor SFF&CC shall be deemed to be the drafter of this Stipulation or any provision thereof. No presumption shall be deemed to exist in favor of or against either the Plaintiffs or SFF&CC as a result of the preparation or negotiation of this Stipulation.

101. Paragraphs 1 through 100 are material provisions of the agreement stated herein. In the event that any of those provisions is stricken or modified by the Court, either Party may terminate the Settlement.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Stipulation to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

SIGNATURES ON FOLLOWING PAGE

By: _____
ANOUSACK SANITH

STATE FARM FIRE & CASUALTY
COMPANY

By: Debbie Mackey Digitally signed by Debbie Mackey
Date: 2024.04.03 15:06:39 -0700

Title: _____ Section Manager _____

APPROVED AS TO FORM AND SUBSTANCE:

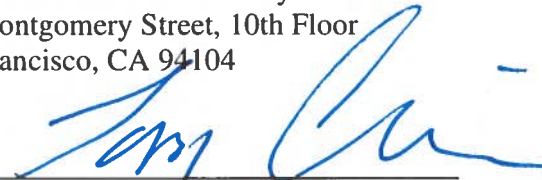
Dated: _____

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

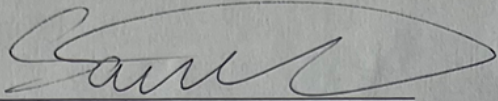
Dated: _____

Scott P. Nealey
Law Office of Scott P. Nealey
315 Montgomery Street, 10th Floor
San Francisco, CA 94104

Dated: 4/4/24



Thomas W. Curvin
Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Atlanta, GA 30309

By: 
ANOUSACK SANITH

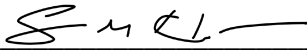
STATE FARM FIRE & CASUALTY
COMPANY

By: _____


Title: _____

APPROVED AS TO FORM AND SUBSTANCE:

Dated: April 2, 2024


Stephen M. Hansen
Law Offices of Stephen M. Hansen, P.S.
3800 Bridgeport Way West, Ste. A
PMB 5
University Place, WA 98466

Dated: April 2, 2024


Scott P. Nealey
Law Office of Scott P. Nealey
315 Montgomery Street, 10th Floor
San Francisco, CA 94104

Dated: _____

Thomas W. Curvin
Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Atlanta, GA 30309

[on blue or green paper]

Claim Form

_____ **Class Action Settlement**

Dear [NAME]:

You are receiving this claim form as part of a class action settlement ("Settlement") overseen by the Washington Superior Court in Pierce County. Records from _____ show that you may be eligible to receive money from the Settlement, because you made a claim, paid under your underinsured motorist property damage coverage, for an automobile accident on [DATE] involving your [VEHICLE YEAR] [VEHICLE MAKE and MODEL] insured by STATE FARM FIRE and CASUALTY COMPANY.

If you properly submit this Claim Form, you may receive a check representing a diminished value settlement payment. The check may be more, or less, depending on the application of the formula discussed in the Notice you received.

To recover a share of the Settlement, you must answer, to the best of your knowledge, all four questions below. If you do not know the answer, circle "I don't know."

		<i>Circle one answer in each row below:</i>		
1.	Before the accident date listed above, had your vehicle been involved in any other accident or accidents <i>while you owned the vehicle</i> ?	Yes	No	I don't know
2.	Before you owned the vehicle, had it been involved in any other accident or accidents?	Yes	No	I don't know
3.	At the time of the accident, did you lease your vehicle (as opposed to owning it)?	Yes	No	I don't know
4.	Since the accident date listed above, have you filed for bankruptcy or been discharged from bankruptcy?	Yes	No	I don't know

I affirm, under oath, that the responses I have provided above are true and correct, to the best of my knowledge.

Date: _____ Signature: _____

Printed Name: _____

Your contact information

Please complete your contact information below. This will allow us to follow up and send to you your check if your Claim Form is valid.

Name: _____

Mailing address: _____

Email Address(es) _____

Phone Number(s): _____

To be valid, this form must be postmarked
or submitted on-line by
[DATE], 2024

Further instructions are
on the back of this page

Submit your form in the following manner:

Online: www. _____

Mail:
[Claims Administrator's address]

Questions?

Visit www.

Or

Call

To be valid, the Claim Form must be
postmarked or submitted online
by **[DATE], 2024**

If the addressee(s) of this Claim Form is/are unable to fill it out, and you have received it as you are their spouse, child, representative, person with durable power of attorney, heir, or responsible family member, please so note on the Form, and under your name please write in what capacity you are filling out the form (spouse, child, representative, person with durable power of attorney, heir, etc).

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

ANOUSACK SANITH, Individually, and as the
Representative of All Persons Similarly Situated,

Plaintiff,

VS.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

No. 18-2-06616-1

FINAL ORDER APPROVING
STIPULATION OF SETTLEMENT
AND SETTLEMENT AGREEMENT
AND JUDGMENT OF DISMISSAL
WITH PREJUDICE

[PROPOSED]

THIS MATTER comes before the Court for final approval of the Stipulation of Settlement and Settlement Agreement, also sometimes referred to as the “Settlement Agreement” or “Stipulation”, submitted on _____ by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing. The Parties have appeared through their respective counsel.

WHEREAS, Plaintiff, ANOUSACK SANITH, on behalf of himself and the proposed Settlement Class, and Defendant, STATE FARM FIRE AND CASUALTY COMPANY (“SFF&CC”), have executed and filed the Stipulation of Settlement and Settlement Agreement with the Court on _____; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on _____, 2024 entered the Preliminary Approval Order, preliminarily approving the Settlement Settlement; and

WHEREAS, ANOUSACK SANITH was appointed the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement Agreement (“Notice Plan”) be implemented, and scheduled a hearing to be held _____, 2024 to determine whether the Settlement Agreement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendant and Class Counsel have satisfactorily indicated to the Court that the Notice Plan was followed, with notice reaching _____ of those who are potentially members of the Settlement Class; and

WHEREAS, a final approval hearing was held on _____, 2024 at which all interested persons were given an opportunity to be heard, and all objections to the Settlement Agreement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Settlement Agreement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that, in breach of the Policies, Defendant improperly failed to pay the Plaintiff and Settlement Class Members (as hereinafter defined) for diminished value with respect to uninsured and underinsured motorist property damage coverage (“UMPD”) claims. Defendant denies liability and maintains that it paid the full and appropriate amounts owed, as part of its regular claim-handling process.

2. On October 21, 2022, the Court certified the above-entitled matter as a Class Action, defining the Class as follows:

All STATE FARM F&CC insureds with Washington policies issued in Washington State, where the insureds' vehicle damages were covered under Underinsured Motorist Property Damage coverage, and

1. the repair estimates on the vehicle (including any supplements) totaled at least \$1,000; and
2. the vehicle was no more than six years old (model year plus five years) and had less than 90,000 miles on it at the time of the accident; and
3. the vehicle suffered structural (frame) damage and/or deformed sheet metal and/or required body or paint work.

Excluded from the Class are (a) claims involving leased vehicles or total losses, (b) the assigned judge, the judge's staff and family, and (c) accidents with a date of loss before March 23, 2012.

3. The Court hereby re-affirms this definition and adds to the definition that the class excludes claims with dates of loss after February 13, 2024, for purposes of this Final Judgment.

4. The Class Representative has entered into the Settlement Agreement which has been filed with the Court. The Settlement Agreement provides for the Settlement of this Action with Defendant on behalf of the Class Representative and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement Agreement and directed that the Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

5. In accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendant's counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

6. The Court hereby finds that the Notice Plan and the Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

7. The Class Representative and Defendant have applied to the Court for final approval of the terms of the Settlement Agreement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on _____ 2024, to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement Agreement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

8. The Court hereby finds that approval of the Settlement Agreement and the settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

9. The Court hereby finds that the Settlement Agreement is the result of good faith arm's length negotiations by the Parties thereto.

10. The Court hereby finds the terms of the Settlement Agreement are fair, reasonable and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

11. The Court possesses jurisdiction over the subject matter of this Action, the Class Representative, the Settlement Class Members, Defendant, and the Released Persons.

12. _____ Class Members have submitted requests for exclusion. All remaining Class Members [except _____] are therefore bound by this Final Judgment and by the Settlement Agreement and the settlement embodied therein.

13. All provisions and terms of the Settlement Agreement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Class Representative, and all provisions and terms of the Settlement Agreement are hereby finally approved in all respects.

14. The Parties are hereby directed to consummate the Settlement Agreement in accordance with its terms.

15. This Action is dismissed in its entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class and their respective heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, employees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and future parent, subsidiary and affiliated corporations, and any other person or entity who could or might assert any claim under or through any of the foregoing, shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Person.

16. As of the Effective Date, as such term is defined in the Settlement Agreement, by operation of the entry of the Final Judgment, each Settlement Class Member including Plaintiff, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, shall be held to have fully released, waived, relinquished and discharged all the Released Persons from all the Released Claims, to the fullest extent possible allowed by law, and shall be enjoined from continuing, instituting or prosecuting any legal proceeding against the Released Persons relating in any way whatsoever to the Released Claims, except that Defendant shall not be released from their obligations to carry out the terms of this Stipulation.

17. “Released Claims” means and includes any and all claims for relief or causes of action, Unknown Claims, known claims, rights, demands, actions, suits, debts, liens, contracts, liabilities, agreements, interest, fees, costs, expenses or losses, including but not limited to claims based in contract or tort, common law or equity, and federal, state, or local law, statute, ordinance, or regulation, and any other claims for relief and/or remuneration whatsoever, including, but not limited to, all claims arising out of the Defendant’s handling or administering of claims for UMPD Coverage or UIM property damage; claims for bad faith; claims for UMPD Coverage or UIM property damage; claims for diminished value or stigma; breach of any written or oral agreement or insurance contract or any similar act; waiver; estoppel; any tortious injury, including any intentional or negligent acts; agent negligence; failure to procure coverage or misconduct; punitive damages; treble damages; statutory damages; regulatory claims; claims for violation of the Washington Consumer Protection Act or any similar act; claims for violation of the Washington Insurance Fair Conduct Act or any similar act; misrepresentation; and/or any claim for attorneys’ fees and expenses; arising on or before the Effective Date, which the Releasing Parties had, have, may have in the future, or which are or could have been alleged by the Plaintiff in the Action, for herself and on behalf of the Class, that relate in any way whatsoever to the Action.

18. “Released Persons” means the Defendant, as defined in the Settlement Agreement, and any of its business entities or divisions, affiliate companies, parent companies, holding companies, heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers, underwriters, directors, agents, employees and/or independent contractors, attorneys-in-fact, and/or any other person or entity who could or might be subject to any liability under or through any of the foregoing.

19. “Unknown Claims” means claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Stipulation, as to any of the Released Claims.

20. It is hereby determined that the Notice Plan and the Notice constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement Agreement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the Washington Code of Civil Procedure, and all other applicable laws.

21. Within thirty (30) days after the Effective Date, Class Counsel shall, upon request, destroy or return to Defendant all Confidential Information and copies thereof in their possession, custody, or control and delete any electronic copies of Confidential Information. Within forty-five (45) days after the Effective Date Class Counsel shall deliver a letter to Defendants confirming their compliance with this Paragraph including a description of steps taken to assure the deleted material cannot be recovered or restored. In the event that any Confidential Information or documents have already been destroyed, Class Counsel will include in that letter the name and address of the person(s) who destroyed the Confidential Information and/or documents.

22. Also, in furtherance of this confidentiality provision, Class Counsel and the Class Representative agree not to make any statements to the media or in any public forum, orally or in writing, about the Action, or the Settlement Agreement, other than statements which are fully consistent with the Settlement Agreement and the Class Notice.

23. Class Counsel agree that any representation, encouragement, solicitation or other assistance, including but not limited to referral to other counsel, of or to any Opt Outs or any other person seeking to litigate with Defendant over any of the claims covered under the Release 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 otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Opt Out except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

Additionally, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable professional conduct rules) not to represent, encourage, solicit or otherwise assist, in any way whatsoever, any Opt Out or any other person who seeks to represent any form of opt-out class, or any other person, in any subsequent litigation that person may enter into with Released Persons regarding the Released Claims or any related claims, except that suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

25. Neither this Final Judgment, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of Defendant. To the extent permitted by law, neither this Final Judgment, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered

as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Stipulation and except that any Released Persons may file this Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Neither this Final Judgment, the Settlement Agreement, nor any pleading or other paper related in any way to the Settlement Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of the Settlement Agreement, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding, or shall be used as precedent in any way as to any subsequent conduct of Defendant, except as set forth in the Stipulation.

26. The Court has considered the request for a Class Representative award, and hereby approves and awards the Class Representative, ANOUSACK SANITH the amount of \$10,000.00, to be paid by Defendant within fourteen (14) business days after the Effective Date.

27. The Court has considered Class Counsel's request for an attorneys' fees and costs award of for the prosecution of this action, and hereby makes an award in the amount of \$_____ for attorney's fees and in the amount of \$_____ for costs.

28. The sums set forth in Paragraphs 26 and 27 above shall be paid in accordance with the Settlement Agreement, and out of the sources set forth therein.

29. This Final Judgment is a final order in the Action within the meaning and for the purposes of Rules 23(e), 41, and 54 of the Washington Rules of Civil Procedure as to all claims among Defendant on the one hand, and the Class Representative and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

- A. Enforcing this Final Judgment and the Settlement Agreement;
- B. Hearing and determining any application by any Party to the Settlement Agreement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DONE IN OPEN COURT this ___ day of _____, 2024.

BRYAN CHUSHCOFF
Superior Court Judge

You have received this Letter because you had an auto insurance policy in Washington issued by STATE FARM FIRE & CASUALTY COMPANY and received payment to cover damage to your vehicle under that policy.

You may be able to get a payment from this class action Settlement.

The Pierce County Superior Court for the State of Washington authorized this Notice. This is not a solicitation from a lawyer.

- Subject to Court Approval, the Settlement Fund will provide up to \$_____ (less legal fees and costs and a service award to the Class Representative) to pay claims to those who properly submit Claim Forms by _____, 2024.
- The Settlement affects the rights of all Washington insureds of STATE FARM FIRE AND CASUALTY COMPANY (“SFF&CC”) who received payment under their underinsured motorist property damage coverage (“UMPD”) for property damage to their insured automobiles for losses between March 23, 2012, and February 13, 2024 and who meet certain other requirements (set forth below).

Your legal rights and options in this Settlement:	
Submit a Claim Form	This is the only way to get a payment. The Claim Form is enclosed with this Notice. You must submit a Claim Form to receive a payment in connection with this Settlement. You will be bound by the terms of the settlement, including the release of claims.
Comment (including Objections)	Write to the Court about what you think about the Settlement.
Go to the hearing	If you would like, you may ask to speak in Court about the fairness of the Settlement. You do not need to do this to receive a payment under the Settlement.

Do nothing	You will get no payment if you do not submit a Claim Form and you will still be bound by the terms of the Settlement.
Ask to be excluded	Get out of this Settlement. Get no benefits from it. Keep your rights.

1. Why did I get this Letter?

You have received this letter (called a “Notice”), and the enclosed [blue/green] Claim Form, because the records of SFF&CC show that you were an insured who received payment under your UMPD coverage for property damage to your insured automobile for an accident occurring between March 23, 2012 and February 13, 2024, and who meets certain other requirements (set forth in Section 5, below)

The class action suit has been pending since March 23, 2018. It has now been resolved for up to \$ _____. If the Settlement is approved, you may be eligible for benefits that will be provided as part of the proposed Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. If you wish to receive money from or comment upon (including stating any objection to the Settlement) you must do so following the procedures described below. If you do nothing, you will not receive any money but will bound by the Settlement terms and any final judgment.

The Court in charge of the case is the Pierce County Superior Court, state of Washington, and the case is known as *Sanith v. State Farm Fire & Casualty Co.*, Case No. 18-2-06616-1. The person who brought this suit is called the Plaintiff.

The following is only a summary of the Settlement. You can read Settlement Agreement by visiting www.sanithsettlement.com.

2. What is this lawsuit about?

In the lawsuit, Plaintiff claims that when certain automobiles sustain damage to their structural systems and bodies, they cannot be fully repaired to their pre-accident condition, causing the vehicles to suffer a loss in value called “diminished value.” Plaintiff alleges that SFF&CC failed to pay or pay adequately for this type of loss under its Washington insurance policies’ UMPD coverage, and that such an alleged failure to pay is a breach of SFF&CC’s automobile insurance contracts. SFF&CC denies that it did anything wrong and contends that it paid the full and appropriate amounts for diminished value, where applicable, as part of its regular claim adjusting process.

3. Why is this a class action?

In a class action, one person, the Class Representative, sues on behalf of people who have similar claims. All of these people are part of a “Class.” One court resolves the issues for all Class Members, except for those who have previously excluded themselves from the Class. Pierce County Superior Court Judge Bryan Chushcoff is presiding over this class action.

4. Why is there a Settlement?

After this matter was filed, and proceeded in Court for five years, both sides agreed to a Settlement, which, if approved, brings the litigation to an end. That way, Plaintiff and SFF&CC avoid the further cost, delay, and uncertainty of moving forward in litigation to trial and possible appeals, and the Class Members may get payments. The Class Representative and his attorneys think the Settlement is best for the Class Members.

You may be eligible to receive money from this Settlement if you are a Class Member and you submit a valid claim form.

5. How do I know if I am part of the Settlement?

You are a member of the Class if you are a SFF&CC insured, and your insured vehicle's repairs were covered under the UMPD provision of a policy issued in Washington; and

1. the repair estimate on the vehicle (including any supplements) totaled at least \$1,000; and
2. the vehicle was no more than six years old (model year plus five years) and had less than 90,000 miles on it at the time of the accident; and
3. the vehicle suffered structural (frame) damage and/or deformed sheet metal and/or required body or paint work.

You are not a member of the Class if (a) your claim involved a leased vehicle or your vehicle was declared a total loss, or (b) the accident did not occur between March 23, 2012 and February 13, 2024.

6. How much might my payment be?

Each Class Member who submits a valid claim form and qualifies for a payment will receive a payment that will depend on his or her vehicle repair costs. Here's how it works: each Class Member is entitled to request a payment. For Class Members who qualify for a payment, that payment will be calculated as the portion of the Settlement Fund paid to Class Members (i.e., \$_____ minus attorneys' fees and costs and the service award to the Class Representative) multiplied by the result of dividing the Class Member's repair cost by the aggregate value of all Class Members' repair costs. The average payment for qualified Class Members will likely be in the range of \$550 per Class Member, depending on how much, if any, payment for diminished value the Class Member has already received. You can only receive your share of the Settlement if you submit a valid Claim Form by _____, 2024.

7. How can I receive a payment?

To qualify for payment, you must be an eligible Class Member (see Section 5, above) and submit a valid Claim Form. The Claim Form, which is [Blue/Green] is two pages, is enclosed with this Notice. Read the instructions carefully and, if you wish to make a claim, fill out the Claim Form, sign it, and submit it online, or by mail postmarked by _____, 2024. If

you had two (or more) qualifying accidents, you will receive a Claim Form for each, and will, if you wish to assert a claim for each, need to submit a Claim Form for each qualifying accident.

8. When would I get my payment?

The Court will hold a hearing on [REDACTED], 2024, to decide whether to approve the Settlement. If the Court approves the Settlement, and there are no appeals, we estimate that checks will be mailed around [REDACTED], 2024. You will get your payment after all appeals have been concluded and the Settlement is approved with no further appeals possible.

We will provide regular updates on the status of the Settlement at www.sanithsettlement.com. Please be patient.

9. What do I do to be excluded?

If you exclude yourself from the Class by “opting out,” you won’t get any money or benefits from this Settlement. However, you will retain any right you currently have to make your own claim against SFF&CC.

To ask to be excluded, you must send a signed letter, stating that you want to be excluded from the *Sanith v. State Farm Fire and Casualty Company* class action settlement. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by [REDACTED], 2024, to: Sanith v. State Farm Fire and Casualty Company, Box 0000, [REDACTED], 00000-0000.

10. Do I have a lawyer in this case?

Yes. The Court has decided that the attorneys bringing this suit are qualified to represent you and all Class Members. Together these lawyers are called “Class Counsel.” They are experienced in handling similar cases against other insurers. Class Counsel appointed by the Court are Stephen M. Hansen and Scott P. Nealey. They can be reached to answer any questions you may have at 253-302-5955 or 415-231-5311 respectively. You will not be charged for contacting these lawyers.

Your lawyers’ fees and costs will be determined by the Court and subtracted from the Settlement. Other than that, you will not be charged for these lawyers’ work in securing the Settlement benefits for you and the other Class Members. You owe nothing if you participate in the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court for an award of their attorneys’ fees up to 30% of the Settlement Fund, together with reimbursement of their costs according to the terms of the Settlement Agreement. Since even before filing this lawsuit, Class Counsel have worked on this case, but have not received any money for that work. The attorneys’ fees and costs, as awarded by the Court, shall be paid from the Settlement Fund. In addition, Class Counsel will apply to the Court for a service award of \$10,000.00 for the Class Representative Mr. Sanith, also to be paid

from the Settlement Fund. This service award is being requested in recognition of the time, effort, and risk incurred by the Class Representative in securing this Settlement for you and the other Class Members.

12. If I want to, how Can I tell the Court that I like or don't like the Settlement?

If you're a Class Member, and you do not exclude yourself, you can – but need not - comment on or object to the Settlement. You can give reasons why you think the Court should or should not approve it. The Court will consider your views. To be effective, a notice of intent to object to the Settlement must: (1) Contain a heading that includes the name of the case and case number; (2) Provide the name, address, telephone number and signature of the Class Member filing the objection; (3) Be filed with the Clerk of the Court not later than thirty (30) days before the Final Settlement Hearing; (4) Be served on Class Counsel and counsel for SFF&CC at the addresses below by first-class mail, postmarked no later than thirty (30) days before the Final Settlement Hearing; (5) Contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. If you are represented by an attorney, you must comply with all applicable laws and rules for filing pleadings and documents in the Court; and State whether you intend to appear at the Final Settlement Hearing, either in person or through counsel. In addition to the foregoing, a notice of intent to object must contain the following information, if you or your attorney request permission to speak at the Final Settlement Hearing: (1) A detailed statement of the specific legal and factual basis for each and every objection; and (2) A detailed description of any and all evidence you may offer at the Final Settlement Hearing, including photocopies of any and all exhibits which you may introduce at the Final Settlement Hearing.

Class Counsel:	Counsel for State Farm Fire and Casualty Company:
Stephen M. Hansen Law Office of Stephen M. Hansen 3800 Bridgeport Way West, Ste. A, PMB 5 University Place, WA 98466	Tom Curvin Eversheds Sutherland (US) LLP 999 Peachtree Street NE, Suite 2300 Atlanta, GA 30309-3996

Any comments or objections which do not comply with the above or are not timely served on both counsels will not be considered by the Court.

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Hearing at ___ a.m. on ___, 2024 at the Pierce County Superior Court, 930 Tacoma Ave. S., Tacoma, WA 98402. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Bryan Chushcoff will, if the requisite notice of intent to appear and speak is filed, listen to anyone at the hearing who asks to speak, and if objections were timely served, he will consider them. The Court will also decide how much to pay Class Counsel and the Class Representative. The Final Settlement Hearing may be postponed without further notice to the Class.

14. Do I have to come to the hearing?

No. Counsel will answer questions the Judge may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you don't have to come to Court to talk about it. If you mail it on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

15. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Settlement Hearing. To do so, you must send a letter to both lawyers listed in Section 12, above, saying that it is your "Notice of Intention to Appear at the Final Settlement Hearing in *Sanith v. State Farm Fire and Casualty Company*". You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by [REDACTED], 2024. You cannot speak at the hearing if you previously opted out of the Class, because the case no longer affects you.

16. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement, and you will be bound by the terms of the Settlement, including the release of claims. **To receive a payment, you must submit a valid Claim Form.**

Getting More Information

17. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view and print a copy of the Settlement Agreement and other information about the lawsuit by visiting www.sanithsettlement.com, where you will find answers to common questions about the Settlement, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. The website will also have instructions for filling out and submitting your Claim Form online.

Please do not call the Court, the Court clerk's office, or State Farm Fire & Casualty Company or its lawyers to inquire about this Settlement. They will be unable to help you.

By order of the Pierce County Superior Court, Pierce County Washington, in Tacoma.

Dated: _____, 2024

Bryan Chushcoff
Superior Court Judge

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

ANOUSACK SANITH, Individually, and as the
Representative of All Persons Similarly Situated,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

No. 18-2-06616-1

ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
DIRECTING NOTICE TO CLASS

[PROPOSED]

ANOUSACK SANITH, on behalf of himself and the proposed Settlement Class, and Defendant, STATE FARM FIRE and CASUALTY COMPANY, acting by and through their respective counsel, have agreed, subject to 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, also referred to as the “Settlement Agreement” or “Agreement”, filed with the Court on April ___, 2024; and

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

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

IT IS HEREBY ORDERED AS FOLLOWS:

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

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

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

All State Farm Fire & Casualty insureds with Washington policies issued in Washington State, where the insureds' vehicle damages were covered under Underinsured Motorist Property Damage coverage, and

1. the repair estimates on the vehicle (including any supplements) totaled at least \$1,000; and

2. the vehicle was no more than six years old (model year plus five years) and had less than 90,000 miles on it at the time of the accident; and

3. the vehicle suffered structural (frame) damage and/or deformed sheet metal and/or required body or paint work.

Excluded from the Class are (a) claims involving leased vehicles or total losses, (b) the assigned judge, the judge's staff and family, and (c) accidents with a date of loss before March 23, 2012 and after February 13, 2024.

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

Scott P. Nealey
Law Office of Scott P. Nealey
315 Montgomery Street, 10th Floor
San Francisco, CA 94104

Stephen M. Hansen
Law Offices of Stephen M. Hansen, P.S.

3800 Bridgeport Way W., Ste. A
PMB 5
University Place, WA 98466

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 sixty (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 _____ 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.

9. A hearing (the "Final Settlement Hearing") shall be held on _____, 2024 at ____ o'clock a.m. Courtroom _____, as set forth in the Individual Notice, to determine whether the Proposed Settlement of this Action (including the payment of attorneys' fees and costs to Class Counsel) should be approved as fair, reasonable, and adequate, and to determine whether final judgment approving the Proposed Settlement and dismissing all claims asserted in this Action on the merits, with prejudice and without leave to amend, should be entered. The Final Settlement Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the Class Members.

10. Objections to the Settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered, by the Court (unless the Court in its discretion shall otherwise direct) only if they comply with the objection procedures set forth in the Stipulation of Settlement and Notice. Specifically, members of the Class who have not previously opted out of the Class must file a notice of intent to object to the Settlement. To be effective, a notice of intent to object to the Settlement must: (1) contain a heading that includes the name of the case and case number; (2) provide the name, address, telephone number and signature of the Class Member filing the objection; (3) be filed with the Clerk of the Court not later than thirty (30) days before the Final Settlement Hearing; (4) be served on Class Counsel and counsel for the Defendant at the addresses below by first-class mail, postmarked no later than thirty (30) before the Final Settlement Hearing; (5) contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. Class Members represented by an attorney must comply with all applicable laws and rules for

filing pleadings and documents in the Court; and state whether they intend to appear at the Final Settlement Hearing, either in person or through counsel.

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

12. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked no later than thirty (30) days before the Final Settlement Hearing, which shall be sent to the Claims Administrator. Written requests for exclusion must be signed and include the individual's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. Requests for exclusion must be exercised individually by the Class Member, not as or on behalf of a group, class, or subclass, except that such exclusion requests may be submitted by a Class Member's Legally Authorized Representative.

13. All Class Members who do not opt out of the Class shall be bound by any Approval Order and Final Judgment entered pursuant to the Stipulation of Settlement, and shall be barred and enjoined, now and in the future, from asserting any and all of the Released Claims, as defined in the Stipulation of Settlement, against the Released Persons, as defined in the

Stipulation of Settlement, and any such Class Member shall be conclusively deemed to have released any and all such Released Claims.

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

15. The Settlement fits within the parameters necessary for potential final approval, and is therefore hereby preliminarily approved, but is not to be deemed an admission of liability or fault by Defendant or by any other person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. The Settlement is not

a concession and shall not be used as an admission of any fault or omission by Defendant or any other person or entity. Neither the terms or provisions of the Stipulation of Settlement, nor any related document, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action nor proceeding, to establish any liability or admission by Defendant except in any proceedings brought to enforce the Stipulation of Settlement, except that the Released Persons may file this Order in any action that may be brought against any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

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

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.

Based upon the above, IT IS SO ORDERED.

DONE IN OPEN COURT this ___ day of _____, 2024.

BRYAN CHUSHCOFF
Superior Court Judge