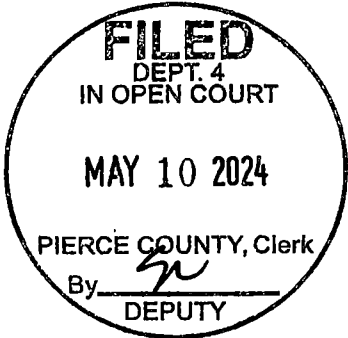




The Honorable BRYAN CHUSHCOFF

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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

ORDER PRELIMINARILY APPROVING
SETTLEMENT AND DIRECTING
NOTICE TO CLASS

~~PROPOSED~~
BEC

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 and Settlement Agreement, also referred to as the "Settlement
Agreement" or "Agreement", filed with the Court on April 24, 2024; and

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1 The Parties have made an application pursuant to Wash. R. Civ. P. 23 for preliminary
2 approval of the Settlement of this Action, as set forth in the Agreement; and the Court has read
3 and considered the Settlement Agreement and the exhibits thereto and has read and considered
4 all other papers filed and proceedings had herein, and is otherwise fully informed, and with good
5 cause appearing,

7 IT IS HEREBY ORDERED AS FOLLOWS:

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

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

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

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

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

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

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

25 Excluded from the Class are (a) claims involving leased vehicles or total losses,
26 (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.

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

6
7 Scott P. Nealey
8 Law Office of Scott P. Nealey
9 315 Montgomery Street, 10th Floor
10 San Francisco, CA 94104

11 Stephen M. Hansen
12 Law Offices of Stephen M. Hansen, P.S.
13 3800 Bridgeport Way W., Ste. A
14 PMB 5
15 University Place, WA 98466

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

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

24 7. Within thirty (30) days after the entry of this Order, Defendant shall furnish the
25 class list to Class Counsel and the Claims Administrator.

26 8. 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

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1 the loss, and the vehicle make, model, and year, by first-class mail, to each Person on the
2 Settlement Class List. Prior to any mailing the Claims Administrator shall update all addresses
3 on the Class List by running the addresses thereon through the National Change of Address Data
4 Base. In furtherance of this Paragraph, the Court appoints JND Legal Administration ("JND") as
5 the Claims Administrator for this matter.

6
7 9. The Court preliminarily finds that the dissemination of the Individual Notice and
8 Claim Form under the terms and in the format provided for in this Order and the Stipulation of
9 Settlement constitutes the best notice practicable under the circumstances and is due and
10 sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the
11 requirements of due process, the Washington Rules of Civil Procedure and all other applicable
12 laws.

13
14 10. A hearing (the "Final Settlement Hearing") shall be held on Sept. 27, 2024,
15 2024 at 9 o'clock a.m. Courtroom 2E, as set forth in the Individual Notice, to determine
16 whether the Settlement Agreement in this Action (including the payment of attorneys' fees and
17 costs to Class Counsel) should be approved as fair, reasonable, and adequate, and to determine
18 whether final judgment approving the Settlement Agreement and dismissing all claims asserted
19 in this Action on the merits, with prejudice and without leave to amend, should be entered. The
20 Final Settlement Hearing may be postponed, adjourned or rescheduled by order of the Court
21 without further notice to the Class Members.

22
23 11. Objections to the Settlement Agreement shall be heard, and any papers or briefs
24 submitted in support of said objections shall be considered, by the Court (unless the Court in its
25 discretion shall otherwise direct) only if they comply with the objection procedures set forth in
26 the Settlement Agreement and Notice. Specifically, members of the Class who have not

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1 previously opted out of the Class must file a notice of intent to object to the Settlement
2 Agreement. To be effective, a notice of intent to object to the Settlement Agreement must: (1)
3 contain a heading that includes the name of the case and case number; (2) provide the name,
4 address, telephone number and signature of the Class Member filing the objection; (3) be filed
5 with the Clerk of the Court not later than thirty (30) days before the Final Settlement Hearing;
6 (4) be served on Class Counsel and counsel for the Defendant at the addresses below by first-
7 class mail, postmarked no later than thirty (30) before the Final Settlement Hearing; (5) contain
8 the name, address, bar number and telephone number of the objecting Class Member's counsel, if
9 represented by an attorney. Class Members represented by an attorney must comply with all
10 applicable laws and rules for filing pleadings and documents in the Court; and state whether they
11 intend to appear at the Final Settlement Hearing, either in person or through counsel.
12

13 12. In addition to the foregoing, a notice of intent to object must contain the following
14 information, if the Class Member or his/her attorney requests permission to speak at the Final
15 Settlement Hearing: (1) a detailed statement of the specific legal and factual basis for each and
16 every objection; and (2) a detailed description of any and all evidence the Objector may offer at
17 the Final Settlement Hearing, including photocopies of any and all exhibits which may be
18 introduced at the Final Settlement Hearing. Any individual or entity who objects, must submit
19 themselves or itself to discovery pursuant to the Settlement Agreement, under the timelines
20 specified therein.
21

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

5 14. All Class Members who do not opt out of the Class shall be bound by any
6 Approval Order and Final Judgment entered pursuant to the Settlement Agreement, and shall be
7 barred and enjoined, now and in the future, from asserting any and all of the Released Claims, as
8 defined in the Settlement Agreement, against the Released Persons, as defined in the Settlement
9 Agreement, and any such Class Member shall be conclusively deemed to have released any and
10 all such Released Claims.

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

5
6 16. The Settlement Agreement fits within the parameters necessary for potential final
7 approval, and is therefore hereby preliminarily approved, but is not to be deemed an admission
8 of liability or fault by Defendant or by any other person, or a finding of the validity of any claims
9 asserted in the Action or of any wrongdoing or of any violation of law by Defendant. The
10 Settlement Agreement is not a concession and shall not be used as an admission of any fault or
11 omission by Defendant or any other person or entity. Neither the terms or provisions of the
12 Settlement Agreement, nor any related document, nor any of the negotiations or proceedings
13 connected with it, shall be offered as evidence or received in evidence in any pending or future
14 civil, criminal, or administrative action nor proceeding, to establish any liability or admission by
15 Defendant except in any proceedings brought to enforce the Settlement Agreement, except that
16 the Released Persons may file this Order in any action that may be brought against any of them
17 in order to support a defense or counterclaim based on principles of res judicata, collateral
18 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim
19 preclusion or issue preclusion, or similar defense or counterclaim.
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21
22 17. Upon motion of any party, the Court may, for good cause, extend any of the
23 deadlines set forth in this Order without further notice to the Class.

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

3 Based upon the above, IT IS SO ORDERED.

4 DONE IN OPEN COURT this 10th day of May, 2024.

5
6 

7 BRYAN CHUSHCOFF
8 Superior Court Judge

9 Presented by:

10 Law Offices of STEPHEN M. HANSEN, P.S.

11 /s/ Stephen M. Hansen

12 STEPHEN M. HANSEN, WSBA #15642

13 Scott P. Nealey

14 Nealey Law

15 201 Spear St Suite 1100

16 San Francisco, CA 94105

17 Phone: 415-231-5311

18 Fax: 415-231-5313

19 Cell: 415-640-4806

20 snealey@nealeylaw.com

21 *Attorneys for Plaintiff*

22 Approved as to Form and Content:

23 JENSEN MORSE BAKER PLLC

24 By /s/ Steven D. Jensen

25 Steven D. Jensen, WSBA No. 26495

26 Benjamin J. Roesch, WSBA No. 39960

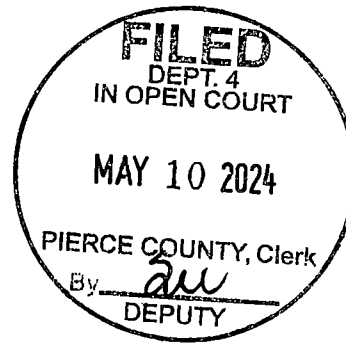
1809 Seventh Avenue; Suite 410

Seattle, WA 98101

Tel. 206.682.1550

steve.jensen@jmblawyers.com

Benjamin.roesch@jmblawyers.com



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2 By /s/ Thomas W. Curvin

3 By /s/ Valerie S. Sanders

4 Thomas W. Curvin, *pro hac vice*

5 Valerie S. Sanders, *pro hac vice*

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12 *Attorneys for Defendant State Farm Fire and*
13 *Casualty Company*