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

EDWARD L. MUSTARD and LINDA S. MUSTARD,)	No. 15-2-13118-4 KNT
)	
Plaintiffs,)	PROPOSED PRELIMINARY APPROVAL AND SCHEDULING ORDER
)	
v.)	
)	
MUTUAL OF ENUMCLAW INSURANCE COMPANY,)	
)	
Defendant.)	
)	

THIS MATTER HAVING come before this Court for an Order conditionally certifying a settlement class and preliminarily approving a settlement between Plaintiffs Edward L. Mustard and Linda S. Mustard (collectively "Class Representatives"), individually and on behalf of the proposed Settlement Class and Defendant Mutual of Enumclaw Insurance Company ("MOE"), and this Court having reviewed the Settlement Agreement between Plaintiffs and MOE ("Settlement" or "Agreement") and attachments thereto, executed by the Parties, and submitted to the Court with the Motion for Conditional Class Certification for Settlement Purposes and Preliminary Approval of Class Action Settlement ("the Motion"), and the Parties having consented to the entry of this Order;

1 **IT IS HEREBY ORDERED** this 24 day of July, 2015, as follows:

2 (1) This Order of Preliminary Approval incorporates the Settlement Agreement,
3 and the terms used in this Order, which are not otherwise defined in this Order,
4 shall have the meanings and definitions given to them in the Agreement, as
5 submitted to the Court with the Motion.

6 (2) For purposes of the Settlement, and conditioned upon the Settlement receiving
7 final approval following the Fairness Hearing, this Court hereby conditionally
8 certifies the Settlement Class, defined as follows:

9 **All MOE Policyholders who owned MOE policies on May 6, 2015,**
10 **when the Proxy was disseminated and were entitled to vote on June 8,**
11 **2015, on the Proposed Transactions.**

12 (3) Without prejudice to Final Approval, the Settlement Agreement is
13 preliminarily approved by this Court as being fair, reasonable, adequate, and
14 within the range of possible final judicial approval. This Court specifically
15 finds that the Settlement resulted from extensive arm's length negotiation and
16 is sufficient to warrant dissemination of notice of the proposed Settlement and
17 of the Fairness Hearing on said Settlement to the Settlement Class. This Court
18 further provisionally finds that Class Representatives and Class Counsel fairly
19 and adequately represent the interests of the Settlement Classes and satisfy the
20 requirements to be representatives of and counsel to the Settlement Class,
21 respectively.

22 (4) A Fairness Hearing shall be held on October 16, 2015 at 9 a.m./p.m. before the
23 Honorable Laura Middaugh in her courtroom in the Superior Court of the State
24 of Washington, King County, 516 3rd Avenue, Seattle, Washington to consider:
25 (a) whether the proposed Settlement should be approved as fair, reasonable and
26 adequate; (b) whether all Released Claims should be dismissed with prejudice;
27 (c) whether an order approving the Settlement should be entered; (d) whether

1 the requested award of attorneys' fees, expenses and service awards are fair and
2 appropriate and (e) such other matters as this Court may deem proper and
3 necessary.

4 (5) The Court approves and appoints Garden City Group as the Administrator, to
5 perform the duties set forth in the Agreement.

6 (6) The Court appoints Edward L. Mustard and Linda S. Mustard as Class
7 Representatives of the Settlement Class and appoints the following law firms
8 to serve as Class Counsel: (1) Hagens, Berman, Sobol, Shapiro, LLP, (2)
9 Adkins, Kelston & Zavez, P.C., and (3) Bonnett, Fairbourn, Friedman &
10 Balint, P.C. This Court further finds that Class Representatives and Class
11 Counsel are provisionally found to fairly and adequately represent the interests
12 of the Settlement Classes and to satisfy the requirements to be representatives
13 of and counsel to the Settlement Class.

14 (7) The Notice of Proposed Settlement of Class Action and Fairness Hearing
15 ("Notice") attached hereto as Exhibit A (and attached to the Settlement
16 Agreement as Exhibit B) is hereby approved for the purpose of notifying the
17 Settlement Class of the proposed Settlement, the Fairness Hearing, and their
18 rights as members of the Settlement Class. Class Counsel are authorized to
19 post the Notice on a website dedicated to this Settlement.

20 (8) This Court further finds that the Notice is sufficient notice of the Fairness
21 Hearing, the Settlement, and other matters set forth therein, and that the Notice
22 is the best practicable notice under the circumstances and fully satisfies CR 23
23 and due process of law, to all persons entitled thereto.

24 (9) Within 10 days after the entry of this Order, the Notice shall be sent to each
25 member of the Settlement Class via first class postage pre-paid U.S. Mail,
26 using the last known addresses obtained from MOE's policyholder records.

27 (10) Ten (10) days prior to the Fairness Hearing, the Administrator shall provide a

1 declaration to the Court, with a copy to Defendant's Counsel and to Class
2 Counsel, attesting to the measures undertaken to provide Notice to the
3 members of the Settlement Class.

4 (11) As set forth in the Settlement, all costs and expenses incurred in connection
5 with disseminating the Notice to the Settlement Class will be paid by
6 Defendant.

7 (12) Any Settlement Class member who intends to object to the fairness,
8 reasonableness, and adequacy of the Agreement must deliver to Defendant's
9 Counsel and Class Counsel, and submit to the Court, a written statement of
10 the objections, as well as the specific reasons for each objection, including
11 any legal support the Settlement Class member wishes to bring to the Court's
12 attention and any evidence or other information the Settlement Class member
13 believes supports the objections. Any Settlement Class member who objects
14 must set forth his/her full name, current address, dated signature, and telephone
15 number. The objection must state whether the objecting Settlement Class
16 member will appear at the Fairness Hearing. The objection or objections must
17 be submitted to the Court and delivered to Defendant's Counsel and Class
18 Counsel not later than forty-five (45) days after the date the Notice is mailed
19 to the Settlement Class. Objections must be delivered to Defendant's Counsel
20 and Class Counsel at the addresses listed below:

21 Upon Defendant's Counsel:

22 Steven Caplow
23 Davis Wright Tremaine LLP
24 1201 Third Avenue, Suite 2200
25 Seattle, WA 98101
26
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1 (15) In the event that (a) this Court does not finally approve the Settlement
2 substantially as provided in the Agreement; (b) this Court does not enter the
3 Judgment, as provided in all material respects and substantial form set forth in
4 the Settlement; or (c) the Settlement does not become final for any other
5 reason; and if the Parties following reasonable efforts, do not agree in writing
6 to modify the Settlement Agreement and the Settlement is not consummated,
7 the Settlement Agreement shall be null and void and any order entered by this
8 Court in furtherance of this Settlement shall be vacated *nunc pro tunc*. In such
9 a case, the Parties shall in no way be prejudiced in proceeding with or
10 defending this litigation, and the Agreement may not be used in this litigation
11 or any other proceeding for any purpose. The conditional class certification
12 effected herein will be null and void, and MOE shall have the right to oppose
13 certification of the Settlement Class or any other class at any future time.

14 (16) For the benefit of the Settlement Class and to protect this Court's jurisdiction,
15 this Court retains continuing jurisdiction over the Settlement proceedings to
16 ensure the effectuation thereof in accordance with the Settlement preliminarily
17 approved herein and the related orders of this Court.

18 (17) The Parties are directed to carry out their obligations under the Settlement
19 Agreement.

20 (18) All proceedings in the Action, other than proceedings related to the final
21 approval of the settlement as set forth in this Agreement, shall be, and hereby
22 are, stayed.

23 **Summary of Applicable Dates**

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25 1.	Notice to be sent by Settlement Administrator	10 days after Court enters Preliminary Approval Order
26 2.	Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees, Expenses, and Service Awards	30 days after mailing of the Notice

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1	3.	Objection Deadline	45 days after mailing of the Notice
2	4.	Replies in Support of Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees, Expenses and Service Awards	10 days before Fairness Hearing
3	5.	MOE's briefing, if any, relating to Motion for Final Approval of Class Action Settlement	10 days before Fairness Hearing
4	6.	Administrator's Declaration to the Court, with copy to Class Counsel and Defendant's Counsel attesting to measures undertaken to provide notice to the Settlement Class.	10 days before Fairness Hearing
5	7..	Fairness Hearing	, 2015

11 **SO ORDERED**

12
13 Dated: July 24, 2015.

14 
HONORABLE LAURA MIDDAUGH

15
16 Presented by: Hagens Berman Sobul Shapiro

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18 WSBA # 38701
2017

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20 Approved as to form:

21 David Wright Treasurer CCR

22
23 Steven P. Carls

24 WSBA # 19843