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SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

EDWARD L. MUSTARD and LINDA S.  
MUSTARD,

Plaintiffs,

v.

MUTUAL OF ENUMCLAW INSURANCE  
COMPANY,

Defendant.

No. 15-2-13118-4 KNT

**SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”), dated July 20, 2015, is entered into by and among Edward L. Mustard and Linda S. Mustard (collectively, “Plaintiffs”) on behalf of themselves and all those similarly situated who comprise the proposed Settlement Class, and Mutual of Enumclaw Insurance Company (“MOE”), including its subsidiaries, affiliates, and assigns (“Defendant”). Plaintiffs and Defendant shall be referred to herein collectively as the “Parties,” and each, individually, as a “Party.” Other terms used herein are defined in Section II below.

1 **I. INTRODUCTION**

2 **A.** On or about May 6, 2015, MOE disseminated a proxy statement labeled  
3 “Important Proxy Information Enclosed” (“the Proxy”) to its existing policyholder-owners  
4 comprising the proposed Class to obtain their required approval for four proposed actions at a  
5 Special Meeting scheduled for June 8, 2015. The proposed transactions concerned changes to  
6 MOE’s corporate structure, namely: (1) amendment and restatement of MOE’s articles of  
7 incorporation; (2) adoption of new bylaws of the Company; (3) redomestication of MOE from  
8 Washington, where it is currently domiciled, to Oregon; and (4) approval of the creation of a new  
9 mutual insurance holding company (“MHC”) under Oregon law and conversion of MOE from its  
10 current form as a parent mutual insurance company into an Oregon stock corporation that will be  
11 a wholly-owned subsidiary of the newly created MHC (the “Proposed Transactions”);

12 **B.** On May 29, 2015, a class action was filed in King County Superior Court,  
13 *Mustard v. Mutual of Enumclaw Insurance Company*, Case No. 15-2-13118-4 KNT (the  
14 “Action”), alleging that the Proxy was false and misleading and asserting claims for breach of  
15 contract, breach of the implied covenant of good faith and fair dealing, and breach of fiduciary  
16 duty;

17 **C.** On and before June 1, 2015, Plaintiffs prepared a motion for a temporary  
18 restraining order (“TRO”) and a preliminary injunction to prevent the scheduled Special Meeting  
19 and vote on June 8, 2015, from occurring and/or from the vote being counted to ratify the  
20 contested Proposed Transactions. Plaintiffs also prepared document requests and other written  
21 discovery and a motion seeking accelerated discovery in support of the anticipated application  
22 for a permanent injunction;

23 **D.** On or about June 1, 2015, Plaintiffs’ counsel spoke with MOE’s counsel and  
24 proposed a schedule so that the TRO and/or preliminary injunction motions could be briefed by  
25 both sides in an orderly manner without prejudice to either party and heard by the court at a  
26 mutually agreeable time;

1           **E.**       Between June 1 and 4, 2015, in the process of discussing the proposed schedule,  
2 the Parties negotiated a standstill agreement (the “Standstill Stipulation”) to preserve the *status*  
3 *quo* while the Parties conferred on the claims asserted by Plaintiffs and the defenses asserted by  
4 Defendant for purpose of exchanging information that might narrow or eliminate various issues  
5 in the Action, and to finalize a proposed schedule for the Court;

6           **F.**       On June 4, 2015, the Parties executed the Standstill Stipulation which provided  
7 that the Special Meeting could proceed, as scheduled, and that Plaintiffs’ claims, including their  
8 claims for injunctive relief, would not be adversely affected or prejudiced in any way by the  
9 occurrence of the Special Meeting or the contested vote count and that the results of the vote  
10 count would not be publicly announced. In addition, Defendant agreed that unless agreed by the  
11 Parties or addressed by the Court, it would not: (1) seek to implement the Proposed Transactions,  
12 in whole or in part, including but not limited to the redomestication from Washington to Oregon;  
13 (2) offer or present evidence in this Action, concerning the occurrence of the Special Meeting or  
14 the results of the vote in support of any argument that (a) the vote was valid and lawful, or (b)  
15 the Proposed Transactions were ratified by MOE’s Members or valid or lawful, or (c) that  
16 Plaintiffs’ action and claims are moot; or (3) disseminate any future or additional  
17 communications to its Members about the Proposed Transactions without prior notice to counsel  
18 for the Plaintiffs. The Standstill Stipulation was set to expire on June 30, 2015, unless the Parties  
19 agreed in writing to extend it, which the Parties did in relevant part in Section XIII.A of this  
20 Agreement;

21           **G.**       From June 2 to 8, 2015, while negotiating the Standstill Stipulation, counsel for  
22 the Parties engaged in intensive negotiations in an attempt to resolve Plaintiffs’ claims, and  
23 ultimately negotiated the material terms of a settlement as set forth in a Memorandum of  
24 Understanding (“MOU”);

25           **H.**       The Parties are entering into this Agreement because they consider it desirable  
26 that the Action be settled in a manner that resolves the concerns underlying the allegations of the  
27 Action, benefits MOE’s Policyholders who comprise the Settlement Class and avoids the risks  
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1 and expense of further litigation, including the risk and expense attendant to the procurement of a  
2 bond in an amount sufficient to cover Defendant’s potential damages resulting from issuance of a  
3 preliminary injunction.

4 **I.** This Agreement in no way constitutes an admission by any Party of any liability  
5 of any kind to any other Party or of any wrongdoing on the part of any Party. In this connection,  
6 Defendant specifically denies any and all liability in connection with any claims and causes of  
7 action that Plaintiffs asserted in the Action, or which are the subject matter of, arise from, or are  
8 connected with, directly or indirectly, or related in any way to the Action, including but not  
9 limited to, any violation of law, breach of contract, duty, rule or regulation. The terms of this  
10 Agreement are limited to this Agreement and shall not be used for any other purpose.

11 **J.** The Parties intend to resolve the Action through a class action settlement under  
12 which the Court will be petitioned to certify a settlement class under CR 23 (b) (1), (2) or (3) of  
13 the Washington State Civil Rules; and

14 **K.** Having read and understood the terms and conditions of this Agreement, and  
15 subject to approval the by Court, the Parties agree that the proposed Settlement constitutes a fair,  
16 adequate and reasonable resolution of the claims alleged in the Action. The Parties have had the  
17 opportunity to consult with legal counsel regarding this Agreement.

18 **NOW THEREFORE**, the Parties through their respective duly-authorized counsel agree  
19 that for the mutual promises, covenants, and obligations set forth herein, and for the good and  
20 valuable consideration as stated herein, the receipt and sufficiency of which is hereby  
21 acknowledged, the Action shall be settled, compromised, and dismissed with prejudice pursuant  
22 to the terms and conditions of this Agreement.

23 **L. DEFINITIONS:** As used in this Agreement, the following terms shall have the  
24 following meanings:

25 **“Action”** means the above-captioned action.

26 **“Administrator”** means the class settlement administration firm or other third-party  
27 agent retained by Defendant to provide services in the administration of this Agreement,  
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1 including providing notice to the Settlement Class Members.

2       **“Affiliate”** means, with respect to any specified Person, any other Person that, at the time  
3 of determination, directly or indirectly through one or more intermediaries, controls, is controlled  
4 by, or is under common control with such specified Person, where “control” means, as to any  
5 Person, the power to direct or cause the direction of the management, policies, or practices of  
6 such Person, whether through the ownership of voting securities, by contract or otherwise.

7       **“Class Counsel”** means the law firms of Hagens, Berman, Sobol, Shapiro, LLP of  
8 Seattle, WA; Adkins, Kelston & Zavez, P.C. of Boston, MA; and Bonnett, Fairbourn, Friedman  
9 & Balint, P.C. of Phoenix, AZ.

10       **“Class Settlement Notice”** means the notice provided to Settlement Class Members  
11 pursuant to this Agreement substantially in the form attached hereto as Exhibit A.

12       **“Class Representatives”** means Plaintiffs Edward L. Mustard and Linda S. Mustard.

13       **“Commissioner”** means the Oregon Insurance Commissioner who heads the Oregon  
14 Insurance Division.

15       **“Effective Date of Agreement”** means the date on which this Agreement is fully  
16 executed.

17       **“Effective Date of Reorganization”** means the date upon which the Proposed  
18 Transactions are completed and the articles of organization of the MHC and the amended and  
19 restated articles of incorporation of Reorganized MOE are filed with the Oregon Secretary of  
20 State’s Office.

21       **“Eligible Members”** means the Members of the MHC who are eligible to participate in a  
22 demutualization if or when adopted.

23       **“EPC”** means Enumclaw Property & Casualty Insurance Company, which is a wholly-  
24 owned subsidiary of MOE.

25       **“EPC Policyholders”** means the policyholders of EPC.

26       **“Fairness Hearing”** means a hearing to be held on a date set by the Court, at which time  
27 the Court will make a final decision on whether to approve this Agreement as fair, reasonable,  
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1 and adequate.

2           **“Final Order”** means the Court’s order approving the proposed Settlement and this  
3 Agreement.

4           **“Final Settlement Date”** means the date on which the Final Order and Judgment  
5 approving the settlement and dismissing the Action becomes final for all purposes, including  
6 appeal or collateral litigation by MOE Policyholders or EPC Policyholders filed or to which the  
7 parties have notice prior to the issuance of the Final Order. For purposes of this Agreement:

8                   a)       if no appeal is taken from the Final Order and Judgment, “Final Settlement  
9 Date” means the date on which the time to appeal from the Final Order and Judgment has  
10 expired; or

11                   b)       if any appeal has been taken from the Final Order and Judgment, “Final  
12 Settlement Date” means the date on which all appeals therefrom, including petitions for  
13 rehearing or reargument, petitions for rehearing *en banc* and petitions for *certiorari* or any other  
14 form of review, have been finally resolved by order, mandate or otherwise, in a manner that  
15 affirms the Final Order and Judgment;

16                   c)       if collateral litigation by MOE Policyholders or EPC Policyholders filed or  
17 to which the parties have notice prior to the issuance of the Final Order and Judgment, the date  
18 on which all appeals therefrom, including petitions for rehearing or reargument, petitions for  
19 rehearing *en banc* and petitions for *certiorari* or any other form of review, have been finally  
20 resolved by order, mandate or otherwise; or

21                   d)       if the Parties agree in writing and the Court so orders, “Final Settlement  
22 Date” can mean any other agreed date.

23           **“Judgment”** means the Court’s order entering final judgment of dismissal with  
24 prejudice.

25           **“Members”** means the mutual policyholder-owners of MOE or, if the Proposed  
26 Transactions are implemented, of the MHC.

27           **“MHC”** means the mutual insurance holding company that will become the parent  
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1 company to the Reorganized MOE and its subsidiaries as a result of the Proposed Transactions.

2 “**MOE**” means Mutual of Enumclaw Insurance Company.

3 “**MOE Policyholders**” means the policyholders-owners of MOE as of the date of MOE’s  
4 conversion to Reorganized MOE.

5 “**Person**” means an individual, corporate entity, partnership, association, joint stock  
6 company, limited liability company, limited partnership, estate, trust, unincorporated association,  
7 government entity (or any political subdivision or agency thereof), and any other type of  
8 business or legal entity.

9 “**Preliminary Approval Order**” means the order to be entered by the Court in  
10 substantially the form attached as Exhibit B.

11 “**Proposed Transactions**” means the following Proposed Transactions described in the  
12 Proxy: (1) amendment and restatement of MOE’s articles of incorporation; (2) adoption of new  
13 bylaws of the Company; (3) redomestication of MOE from Washington, where it is currently  
14 domiciled, to Oregon; and (4) approval of the creation of a new mutual insurance holding  
15 company (“**MHC**”) under Oregon law and conversion of MOE from its current form as a parent  
16 mutual insurance company into an Oregon stock corporation that will be a wholly-owned  
17 subsidiary of the newly created MHC.

18 “**Proxy**” means the document titled “Important Proxy Information Enclosed” which  
19 MOE distributed to its policyholder-owners on or around May 6, 2015.

20 “**Release**” means the release set forth in Section III of this Agreement.

21 “**Released Claims**” means collectively the Released Defendant Claims and the Released  
22 Plaintiff Claims.

23 “**Released Defendant Claims**” means any and all claims, demands, rights, liabilities,  
24 losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties,  
25 sanctions, fees, attorneys’ fees, court costs, actions, causes of action, suits, agreements,  
26 judgments, decrees, matters, issues, and controversies of any kind, nature, and description  
27 whatsoever that are based on, arise out of, or relate to any of the acts, failures to act, omissions,  
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1 misrepresentations, transactions, occurrences, or other matters alleged in the Action or that arise  
2 out of or relate to the institution, prosecution, or resolution of the Action, (i) whether disclosed or  
3 undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not  
4 perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or  
5 unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign,  
6 federal, statutory, regulatory, common, or other law or rule and upon any legal theory (including,  
7 but not limited to, claims arising under the federal or state securities laws), no matter how  
8 asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date of  
9 Agreement; or (iv) that were, could have been, or may be asserted by any or all of the Plaintiffs  
10 and/or members of the Settlement Class against Defendant in the Action, in any federal or state  
11 court, or in any other court, tribunal, arbitration, proceeding, administrative agency, or other  
12 forum in the United States or elsewhere; provided, however, that the Released Defendant Claims  
13 shall not include any claims to enforce this Agreement.

14 **“Released Defendant”** or **“Releasing Defendant”** means MOE, along with MOE past,  
15 present and future Affiliates, subsidiaries, parents, and any Person in which MOE has or had a  
16 controlling interest, and each of the foregoing’s (including MOE’s) past, present and future  
17 principals, administrators, predecessors, successors, assigns, members, parents, subsidiaries,  
18 employees, officers, managers, directors, trustees, partners, limited partners, attorneys,  
19 accountants, investment bankers, representatives, estates, divisions, financial advisors, estate  
20 managers, assigns, insurers, and reinsurers.

21 **“Released Plaintiff Claims”** means any and all claims, demands, rights, liabilities,  
22 losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties,  
23 sanctions, fees, attorneys’ fees, court costs, actions, causes of action, suits, agreements,  
24 judgments, decrees, matters, issues, and controversies of any kind, nature, and description  
25 whatsoever that are based on, arise out of, or in any way relate to any of the acts, failures to act,  
26 omissions, misrepresentations, transactions, occurrences, or other matters alleged in the Action  
27 or that are related in any way to the subject matter of the Action or that arise out of or relate in  
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1 any way to the institution, prosecution, or resolution of the Action, (i) whether disclosed or  
2 undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not  
3 perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or  
4 unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign,  
5 federal, statutory, regulatory, common, or other law or rule and upon any legal theory (including,  
6 but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii)  
7 that previously existed, currently exist, or exist as of the Effective Date of Agreement; or (iv)  
8 that were, could have been, or may be asserted by Defendant against Released Plaintiffs, in any  
9 federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative  
10 agency, or other forum in the United States or elsewhere; provided, however, that the Released  
11 Plaintiff Claims shall not include any claims to enforce this Agreement.

12       **“Released Plaintiffs”** or **“Releasing Plaintiffs”** means Plaintiffs and each Plaintiff’s  
13 past, present, and future principals, administrators, predecessors, successors, employees,  
14 attorneys, agents, accountants, investment bankers, representatives, estates, financial advisors,  
15 estate managers, assigns, insurers, and reinsurers.

16       **“Reorganized MOE”** means the insurance company Mutual of Enumclaw Insurance  
17 Company after it has been converted into a stock-company subsidiary of the MHC pursuant to  
18 the Proposed Transactions.

19       **“Settlement Class”** means the proposed settlement class of all MOE Policyholders who  
20 owned MOE policies on May 6, 2015 when the Proxy was disseminated and were entitled to  
21 vote on June 8, 2015 on the Proposed Transactions.

22       **“Surplus”** means the amount of capital remaining after all liabilities, including loss  
23 reserves and surplus notes, are subtracted from admitted assets, as determined under statutory  
24 accounting principles. (Surplus is reported in the 2014 Annual Statement on Line 37 of page 3  
25 minus Line 33 on page 3 (surplus notes).)

1 **II. UNDERTAKINGS OF DEFENDANT RELATED TO POTENTIAL**  
2 **DEMUTUALIZATION AND ITS ONGOING OPERATIONS**

3 Defendant agrees so long as no current, amended or subsequent legislation, regulation,  
4 Commissioner, Court or other regulatory requirement or ruling significantly impedes or  
5 precludes its ability to effectuate the terms of this Agreement as follows.

6 **A. Preservation of the MOE Policyholders' Historic Surplus Interests in the**  
7 **Event of a Demutualization**

8 If the MHC seeks to demutualize or if the MHC Board of Directors adopts a plan of  
9 demutualization prior to three years from the Effective Date of the Reorganization, the plan as  
10 submitted to the Commissioner will provide for the distribution of the entire value of the MHC  
11 (including its capital and surplus, but excluding external capital from outside sources such as  
12 surplus notes) to its Eligible Members. The distribution under this plan will reflect, among other  
13 things not inconsistent herewith, the following:

14 1. That MOE and its entire value prior to the Effective Date of  
15 Reorganization, including its capital and surplus, is attributable solely to the MOE Policyholders;

16 2. That because EPC is a stock company that is wholly-owned by MOE, the  
17 EPC Policyholders prior to the Effective Date of Reorganization have no ownership interest or  
18 other claim to any of MOE's or EPC's capital, surplus or value;

19 3. That, in the event the Proposed Transactions are implemented, including  
20 the creation of the MHC and Reorganized MOE:

21 a) the MOE Policyholders will become Members of the MHC on  
22 terms pursuant to which Defendant acknowledges that (1) the MOE Policyholders' equity  
23 interests will reside in the MHC and (2) the MOE Policyholders' equity interests will consist of  
24 the entire value of the MHC (including Reorganized MOE) as of the Effective Date of the  
25 Reorganization, or as of December 31, 2014, in the event that it is impractical to determine the  
26 value of MOE as of the Effective Date of the Reorganization;

27 b) the EPC Policyholders who renew their policies as Members of the  
28 MHC will have an equity interest in the value of the MHC that will be solely based on, derived

1 from and directly attributable to the EPC Policyholders' contributions to surplus based on  
2 premiums paid after the Effective Date of the Reorganization; and

3 c) the values referenced in subparts (a) and (b) immediately above  
4 will be determined by a qualified independent expert mutually agreed upon by Class Counsel on  
5 behalf of the Settlement Class and Defendant.

6 4. For purposes of determining the relative earned premiums paid by the  
7 MOE Policyholders and the EPC Policyholders and their respective allocations of equity in a  
8 demutualization, pursuant to Oregon law ORS 732.612:

9 a) the equity allocated to the MOE Policyholders will be based on  
10 the premiums paid by the MOE Policyholders while they were Members (including of MOE  
11 prior to the reorganization and of the MHC) for a three-year period before the record date  
12 described in Oregon law ORS 732.611;

13 b) the equity allocated to the EPC Policyholders will be based solely  
14 on the premiums paid by the EPC Policyholders as Members of the MHC; and

15 c) the premiums referenced in subparts (i) and (ii) immediately above  
16 will be compared to the aggregate premiums paid by the Members which, for the EPC  
17 Policyholders, is limited to the premiums paid on their inforce mutual policies issued after the  
18 Effective Date of Reorganization.

19 5. Any such demutualization plan will be submitted by Defendant to the  
20 Commissioner in accordance with Oregon law ORS 732.612 (7)(b) and (8).

21 **B. Preservation of the MOE Policyholders' Rights and Interests in MOE in**  
22 **Ongoing Operations**

23 To protect the MOE Policyholders from any adverse impact associated with or resulting  
24 from the Proposed Transactions MOE agrees that for a period of five years after the Effective  
25 Date of Reorganization it will: (a) not pay or upstream to the MHC any capital or income of  
26 MOE or any of its subsidiaries in the form of dividends or otherwise if doing so would result in  
27 higher premiums for the MOE Policyholders; and (b) otherwise operate the MHC and  
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1 downstream subsidiaries, including Reorganized MOE, to ensure that the premiums charged to  
2 the MOE Policyholders will not be higher, and the payment of their claims will not be lower, as a  
3 result of any distribution(s) of capital subsequent to the Proposed Transactions.

### 4 **III. MUTUAL RELEASE**

5 In exchange for the terms and conditions in this Agreement, including but not limited to  
6 the protections set forth in Section II, the Payments in Section VII and the representations and  
7 warranties in Section X, the Releasing Plaintiffs and the Releasing Defendant shall upon the  
8 Final Settlement Date (a) have and be deemed by operation of law to have completely, fully,  
9 finally, and forever dismissed, released, relinquished, and discharged with prejudice each and  
10 every one of the Released Plaintiffs and Released Defendant from any and all of the Released  
11 Claims; (b) forever be barred and enjoined from in any jurisdiction filing, commencing,  
12 intervening in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited  
13 to, filing an application or motion for preliminary or permanent injunctive relief) in any other  
14 lawsuit, arbitration, or other proceeding that asserts any of the Released Claims against any or all  
15 of the Released Plaintiffs or the Released Defendant; and (c) have and be deemed to have  
16 covenanted not to sue any of the Released Plaintiffs or the Released Defendant with respect to  
17 any of the Released Claims.

18 To the extent that any law, legal principle or statute purports to cause the releases  
19 described in Section II (“Mutual Release”) not to extend to unknown or unsuspected claims, then  
20 the Parties hereby expressly, knowingly and intentionally waive the benefits of such applicable  
21 law, legal principle or statute, including any and all common law principles that would tend to  
22 preserve such claims. The Parties acknowledge that it is possible that unknown losses or claims  
23 exist or that present losses, if any, may have been underestimated in amount or severity. The  
24 Parties are aware, understand, and agree that the releases set forth herein extend to all claims  
25 whatsoever, known and unknown, suspected or unsuspected, and hereby expressly waive any  
26 and all rights under or in protection of federal, state, or local law governing releases, including  
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1 without limitation Section 1542 of the Civil Code of California. California Civil Code Section  
2 1542 provides verbatim as follows:

3 "A general release does not extend to claims which the creditor does not know or suspect  
4 to exist in his favor at the time of executing the release, which if known to him must have  
5 materially affected his settlement with debtor."

6 **IV. SETTLEMENT ADMINISTRATION**

7 Defendant will retain an Administrator that is mutually acceptable to the Parties to  
8 prepare and distribute the Class Notice approved by the Court. Defendant will pay all costs  
9 associated with the settlement administration, including the amounts paid to the Administrator  
10 and the costs attributable to providing mailed notice to members of the Settlement Class in the  
11 manner required by the Court. Defendant will bear its own administrative expenses relating to  
12 implementation of the Settlement.

13 **A.** The Administrator will:

- 14 1. prepare and mail the Class Notice;
- 15 2. process returned mail, re-mail returned mail which provides a new  
16 address, investigate the availability of a correct address for other returned items once using an  
17 industry accepted source such as Accurant, and re-mail if an updated address is available;
- 18 3. establish a toll-free phone number dedicated to the Settlement on which  
19 Settlement Class members can request additional information by mail or email, and a website  
20 dedicated to the Settlement on which Class Members may locate and obtain the Class Notice,  
21 this Agreement, Court filings and related information;
- 22 4. receive items submitted or mailed to the Administrator by Settlement  
23 Class members and promptly provide copies of objections and requests for exclusion to counsel  
24 for the Parties;
- 25 5. receive any other written correspondence or communication concerning  
26 the Settlement from members of the Settlement Class members, provide copies of such  
27 correspondence which require a response to the Parties' counsel, and send responses to such  
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1 correspondence and communications as directed by Parties' counsel; and

2 6. mail copies of this Agreement to Settlement Class members upon request.

3 **V. NOTICE TO THE SETTLEMENT CLASS**

4 No later than 10 days after the entry of the Preliminary Approval Order, the Administrator  
5 will send the Class Notice to each member of the Settlement Class by first-class mail, postage  
6 prepaid, to the last known address supplied by Defendant based on its as of the Effective Date of  
7 Agreement.

8 **A.** The Class Notice will be substantially in the form of Exhibit A hereto and will:

9 1. contain a concise statement of the background of the Action, the  
10 preliminary certification of the Settlement Class for settlement purposes and the Settlement;

11 2. describe the protections set forth in Section II and the other terms of the  
12 Settlement;

13 3. state that the provision of the protections set forth in Section II and the  
14 other terms of the Settlement are contingent on the Court's approval of this Agreement and  
15 issuance of the Final Order and Judgment;

16 4. advise Settlement Class members of their right to object to the Settlement  
17 and the deadline for same;

18 5. explain the impact of the Settlement on participation in any existing and  
19 future litigation, arbitration, regulatory action, remediation, or other proceeding;

20 6. state that Defendant will pay Class Counsel's attorneys' fees and expenses  
21 as approved by the Court as part of the Settlement, and that individual members of the  
22 Settlement Class will not be responsible themselves for paying any attorneys' fees, costs,  
23 litigation expenses, administration expenses, or award for the Class Representative (unless they  
24 elect to retain their own attorney at their own expense);

25 7. inform the members of the Settlement Class of the date, time, and place of  
26 the Fairness Hearing, their right to object, if they wish to do so, to the Settlement, their right to  
27 appear in support of any timely and validly submitted objection, and their right to request leave  
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1 of Court to appear at the Fairness Hearing generally, on their own or through counsel of their  
2 own selection (at their own expense), and the deadlines and procedures for doing so, as further  
3 described below;

4 8. advise that any judgment entered in the Action will be binding on all  
5 members of the Settlement Class and

6 9. inform members of the Settlement Class Members that they will be  
7 releasing all current or future claims concerning or relating in any way to the Released Claims  
8 under the Release.

9 **VI. OBJECTIONS TO SETTLEMENT**

10 **A.** Any member of the Settlement Class who wishes to object to the fairness,  
11 reasonableness, or adequacy of this Agreement or the Settlement, or to the award of attorneys'  
12 fees and/or expenses to Class Counsel, must deliver to Class Counsel and to counsel for  
13 Defendant, and file with the Court, no later than 45 days after the mailing of the Class Notice, or  
14 as the Court otherwise may direct, a written statement of the objections, as well as the specific  
15 reason(s), if any, for each objection, including any legal support the member of the Settlement  
16 Class wishes to bring to the Court's attention and any evidence or other information the  
17 Settlement Class member wishes to introduce in support of the objection. Settlement Class  
18 members may do so either on their own or through an attorney retained at their own expense.

19 **B.** Any member of the Settlement Class who files and serves a written objection, as  
20 described in the preceding paragraph, may appear at the Fairness Hearing, either in person or  
21 through personal counsel hired at the Settlement Class member's sole expense, to object to the  
22 fairness, reasonableness, or adequacy of this Agreement or the Settlement, or to Defendant's  
23 payment of the attorneys' fees and/or expenses to Class Counsel. Settlement Class members or  
24 their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice  
25 of intention to appear to Class Counsel identified in the Class Notice and to Defendant's  
26 Counsel, and file said notice with the Court, no later than 45 days after the mailing of the Class  
27 Notice, or as the Court may otherwise direct.

1           C. Any member of the Settlement Class who fails to comply with the provisions of  
2 this section shall waive and forfeit any and all rights he or she may have to appear separately  
3 and/or object, and shall be bound by all the terms of this Agreement and by all proceedings,  
4 orders and judgments, including, but not limited to, the Release, in the Action.

5 **VII. PAYMENT OF ATTORNEYS' FEES AND EXPENSES AND CLASS**  
6 **REPRESENTATIVE AWARDS**

7           A. Defendant will pay an amount up to \$348,000, which amount includes a  
8 combination of (1) Class Counsel's attorneys' fees and expenses; and (2) Class Representative  
9 awards to each of the two named Plaintiffs (in an amount not to exceed \$2,500 each)  
10 (collectively "the Payments"). These service awards are not conditioned on Plaintiffs' support  
11 for the Settlement.

12           B. Class Counsel agree to make, and Defendant agrees not to oppose, an application  
13 for the approval of Class Counsel's attorneys' fees and/or expenses and the Class Representative  
14 awards, which shall not exceed a total of \$348,000. Defendant will pay the attorney's fees  
15 and/or expenses and the Class Representative awards approved by the Court to Class Counsel no  
16 later than fifteen (15) business days after the Final Settlement Date. Class Counsel shall allocate  
17 the attorneys' fees amongst Class Counsel in a manner in which they in good faith believe  
18 reflects the contributions of such counsel to the institution, prosecution, and settlement of the  
19 action.

20           C. The finality, effectiveness or implementation of this Agreement and the  
21 Settlement is not subject to, and is independent of, the amount of attorneys' fees and expenses  
22 and Class Representative awards approved by the Court.

23           D. Defendant shall not have responsibility or liability with respect to the allocation  
24 among Class Counsel of any amounts paid for Plaintiffs' counsels' fees, costs, and expenses.  
25 Except as provided herein, Defendant shall bear no other expenses, costs, damages, or fees  
26 alleged or incurred by any of the Plaintiffs, by any Settlement Class members, or by any of their  
27 attorneys, experts, advisors, agents, or representatives.

1 **VIII. PRELIMINARY APPROVAL ORDER**

2 **A.** The Parties shall submit this Agreement, including all attached exhibits, to the  
3 Court and seek and obtain from the Court a Preliminary Approval Order in substantially the  
4 same form as Exhibit B to this Agreement. The Preliminary Approval Order will:

5 1. provide for the preliminary certification of the Settlement Class for  
6 settlement purposes only;

7 2. preliminarily approve the Settlement and find that the Settlement is  
8 sufficient to warrant sending notice to the Settlement Class;

9 3. schedule the Fairness Hearing based on the Court's availability, but not  
10 less than 75 days after entry of the Preliminary Approval Order, to consider the fairness,  
11 reasonableness, and adequacy of the Settlement and whether it should be finally approved by the  
12 Court;

13 4. approve the proposed Class Notice and notice methodology;

14 5. direct the Administrator to mail the Class Notice to each member of the  
15 Settlement Class by first-class mail, postage prepaid, to his or her last known address no later  
16 than 10 days after entry of the Preliminary Approval Order, as described in this Agreement;

17 6. determine that the Class Notice is the best practicable notice under the  
18 circumstances, reasonably calculated to apprise Settlement Class members of the pendency of  
19 the Action and of their right to attend and/or object to the fairness of the Settlement at the  
20 Fairness Hearing and/or to object to the Settlement and meets all applicable requirements of CR  
21 23;

22 7. require the Administrator to file proof of the mailing of the Class Notice at  
23 or before the Fairness Hearing;

24 8. require each Settlement Class member who wishes to object to the  
25 fairness, reasonableness, or adequacy of the Agreement or the Settlement, or to the award of  
26 attorney's fees and/or expenses to Class Counsel or to the Class Representative awards to serve  
27 on the Parties' counsel, and to file with the Court, no later than 45 days after mailing of the Class  
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1 Notice, or at such other time as the Court may direct, a statement of the objection, as well as the  
2 specific reasons, if any, for each objection, including any legal support the Settlement Class  
3 member wishes to bring to the Court's attention and any evidence the Settlement Class member  
4 wishes to introduce in support of his or her objection, or be forever barred from separately  
5 objecting;

6           9.       require any Settlement Class member who files and serves a written  
7 objection and who intends to make an appearance at the Fairness Hearing, either in person or  
8 through personal counsel hired at the Settlement Class member's expense to deliver to the  
9 Parties' counsel and file with the Court no later than 45 days after mailing of the Class Notice or  
10 as the Court otherwise may direct, a notice of intention to appear at the Fairness Hearing;

11           10.       authorize Defendant and Class Counsel to establish the means necessary to  
12 administer the Settlement, in accordance with the terms of this Agreement;

13           11.       authorize Defendant to retain an Administrator to help administer the  
14 Settlement, including the notice provisions, in accordance with the terms of this Agreement; and

15           12.       direct Defendant and Class Counsel promptly to furnish each other with  
16 copies of any and all objections that might come into their possession that are not otherwise  
17 provided by the Administrator.

18 **IX.    FINAL ORDER AND JUDGMENT**

19           After the Fairness Hearing, and upon the Court's approval of this Agreement, the Parties  
20 shall seek and obtain from the Court entry of a Final Order and Judgment in substantially the  
21 same form attached as Exhibit C to this Agreement.

22           The Final Order and Judgment will, among other things:

23           1.       find that the Court has personal jurisdiction over all members of the  
24 Settlement Class, that the Court has subject matter jurisdiction over the claims asserted in the  
25 Action and to approve it and all Exhibits hereto and that venue is proper;

26           2.       dismiss the Action on the merits and with prejudice, without fees or costs  
27 to any party except as provided in this Agreement and any court Order awarding Class Counsel  
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1 attorneys' fees and/or expenses and Class Representative awards to the Plaintiffs; and

2 3. incorporate the Release, make the Release effective as of the date of the  
3 Final Order and Judgment, and forever discharge the Released Plaintiffs and the Released  
4 Defendant from any claims or liabilities.

5 4. finally approve this Agreement and the Settlement as fair, reasonable and  
6 adequate, and consistent and in compliance with the applicable provisions of the Washington  
7 Civil Rules, as to, and in the best interests of, the Settlement Class;

8 5. direct the Parties and their counsel to implement and consummate this  
9 Agreement according to its terms and provisions;

10 6. describe the nature and scope of the claims, causes of actions and facts  
11 alleged in the Action;

12 7. declare this Agreement to be binding on, and have *res judicata* and  
13 preclusive effect in all pending and future lawsuits, arbitrations, administrative proceedings,  
14 remediation proceedings, regulatory proceedings or other legal proceedings (as set forth more  
15 fully in the Release provisions of this Agreement) maintained by or on behalf of Plaintiffs and all  
16 other Settlement Class members, as well as their heirs, executors, personal representatives,  
17 conservators and administrators, predecessors, successors and assigns, that are encompassed by  
18 this Agreement or the Release;

19 8. finally certify the Settlement Class for settlement purposes;

20 9. find that the Class Notice is the best practicable notice under the  
21 circumstances, reasonably calculated to apprise Settlement Class members of the pendency of  
22 the Action and of their right to object to the Settlement and meets all applicable requirements of  
23 CR 23;

24 10. find that Class Counsel and the Plaintiffs adequately represented the  
25 Settlement Class for purposes of litigating the Action on their behalf and entering into and  
26 implementing the Settlement;

1  
2 11. approve Defendant's retention of the Administrator, as provided for in this  
3 Agreement;

4 12. authorize the Parties, without further approval from the Court, to agree to  
5 and adopt such amendments, modifications, or expansions of this Agreement and all exhibits  
6 attached hereto which (a) are consistent with the Final Order, and (b) do not limit the rights of  
7 Settlement Class members and any Person entitled to the benefits provided by this Agreement;

8 13. require that any appeal of the Final Order or Judgment, or any part thereof,  
9 be preceded by (a) an objection to the Settlement which is rejected by the Court, in whole or in  
10 part, (b) a request for a stay of implementation of the Settlement, and (c) posting of an  
11 appropriate bond, and absent satisfaction of all three of these requirements, shall authorize  
12 Defendant to proceed with implementation of the Settlement, even if such implementation would  
13 moot the appeal;

14 14. without affecting the finality of the Final Order and Judgment, for  
15 purposes of appeal, retain jurisdiction as to all matters relating to the Action and Settlement,  
16 including modification, administration, consummation, enforcement, interpretation, and  
17 effectuation of this Agreement and the Final Order; and

18 15. approve Defendant's payment of attorneys' fees and/or expenses to Class  
19 Counsel and payment of the Class Representative awards the Court may determine to be  
20 appropriate; order that Defendant pay all reasonable administration expenses of the  
21 Administrator to the Administrator, in accordance with its contract with the Administrator and  
22 the terms of this Agreement.

23 **X. DEFENDANT'S REPRESENTATIONS AND WARRANTIES**

24 Defendant represents and warranties that, as of the Effective Date of Agreement,  
25 Defendant has no plan or intention to: (i) seek to demutualize (*i.e.*, fully convert to stock form);  
26 (ii) issue stock to outside investors in any of its newly formed subsidiaries; or (iii) create an  
27 intermediate stock holding company. Defendant further represents and warranties that the MHC  
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1 will act in accordance with Oregon law ORS 732.620(10), as amended or repealed and/or  
2 applicable, with regards rehabilitation or liquidation of Reorganized MOE or any of the other  
3 insurance subsidiaries, which statute currently states:

4 A mutual holding company shall automatically be a party to any rehabilitation or  
5 liquidation proceeding involving the converted stock insurer that as a result of a  
6 reorganization is a direct or indirect subsidiary of the mutual holding company. In  
7 such a proceeding, the assets of the mutual holding company shall be counted as  
8 assets of the estate of the converted stock insurer for the purpose of satisfying the  
9 claims of the policyholders of the converted stock insurer.

8 **XI. DEFENDANT'S ONGOING REPORTING OBLIGATIONS TO CLASS  
9 COUNSEL**

10 Defendant shall provide in good faith sufficient information to Class Counsel on an  
11 annual basis such that Class Counsel can verify Defendant's compliance with the terms in this  
12 Agreement. Such reports shall be made for the duration of Defendant's obligations under each  
13 Section or subpart for five years from the Final Settlement Date. The reports shall be due  
14 annually within 30 days of the end of each reporting year following the Effective Date of  
15 Reorganization.

16 **XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,  
17 CANCELLATION OR TERMINATION**

18 **A.** The Final Settlement Date shall be conditioned on the Court's entry of the Final  
19 Order and Judgment substantially in the form of Exhibit C.

20 **B.** If all of the conditions specified in Section XII.A hereof are not satisfied, then the  
21 Agreement shall be canceled and terminated, unless Class Counsel and counsel for Defendant  
22 mutually agree in writing to proceed with the Agreement.

23 **C.** In the event that the Agreement is not approved by the Court or the settlement set  
24 forth in the Agreement is terminated in accordance with its terms, the Parties shall be restored to  
25 their respective positions in the Action as of May 29, 2015. In such event, the terms and  
26 provisions of the Settlement (including the recitals set forth above), except for those set forth in  
27 Section VII.D, shall have no further force and effect with respect to the Parties and shall not be  
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1 used in the Action or in any other proceeding for any purpose, and any judgment or order entered  
2 by the Court in accordance with the terms of the Agreement shall be treated as vacated, *nunc pro*  
3 *tunc*.

### 4 **XIII. OTHER PROVISIONS**

5 **A. Standstill.** Defendant covenants and agrees that it shall not take any steps or  
6 actions to complete the Proposed Transactions or any part thereof prior to the Final Settlement  
7 Date; except that, in order to enable MOE to obtain tax benefits not otherwise available to it,  
8 MOE may redomesticate to Oregon after preliminary class approval is obtained with the  
9 Preliminary Approval Order. However, the exception allowing MOE to redomesticate is  
10 premised on MOE's agreement that, in the event there is no Final Settlement Date and the parties  
11 return to litigating the Action, for whatever reason, then MOE will expressly disavow any claim  
12 that it would be harmed or suffer any damages from being required to redomesticate back to  
13 Washington in the event ordered to do so by the Court and will take all steps necessary to  
14 expeditiously redomesticate to Washington if so ordered by the Court. Notwithstanding the  
15 Parties' June 4, 2015 standstill agreement, MOE is authorized to publicly announce the results of  
16 the vote, provided that MOE will not provide the vote results to the Court or otherwise assert  
17 before the Court or elsewhere that the vote is relevant to Plaintiffs' entitlement to injunctive  
18 relief or otherwise adversely impacts the availability of Plaintiffs' entitlement to injunctive relief  
19 in the event that the proposed settlement does not become final. In the event this Agreement and  
20 proposed settlement of this Action does not obtain final approval, then the Parties will return to  
21 their legal positions prior to the Agreement and neither Plaintiffs nor Defendant will suffer any  
22 prejudice due to the passage of time.

23 **B. Other Actions.** If any action is filed or pending in state or federal court asserting  
24 claims that are related to the subject matter of the Action prior to final court approval of the  
25 proposed settlement, Plaintiffs shall cooperate with Defendant in obtaining dismissal or  
26 withdrawal of such related litigation, including where appropriate joining in any motion to  
27 dismiss such litigation. All proceedings in the Action, other than proceedings related to the final  
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1 approval of the settlement as set forth in this Agreement, shall be, and hereby are, stayed.

2       **C.     Choice of Law.** The Parties hereto agree that this Agreement, and the rights and  
3 liabilities of the Parties hereto, shall be governed by and construed in accordance with the laws  
4 of the State of Washington without regard to conflict of law provisions. The Parties further  
5 agree that exclusive venue for adjudication of any and all disputes between the Parties to this  
6 Agreement shall be in the Superior Court of King County, which shall have continuing  
7 jurisdiction over any disputes related to the Agreement, including enforcement.

8       **D.     No Waiver of Rights.** The failure of any one of the Parties to insist upon strict  
9 adherence to any term of this Agreement on any occasion shall not be considered a waiver  
10 thereof or deprive the Parties of the right thereafter to insist upon strict adherence to that term or  
11 any other term of this Agreement.

12       **E.     Entire Agreement.** This Agreement constitutes the full, complete and entire  
13 understanding, agreement, and arrangement of and between the Parties with respect to the  
14 subject matter hereof and supersedes any and all prior oral and written understandings,  
15 agreements and arrangements between them. There are no other agreements, covenants,  
16 promises or arrangements between the parties other than those set forth in this Agreement. This  
17 Agreement may not be orally amended, altered, modified or waived, either in whole or in part,  
18 and may be amended only through a writing executed by each and any of the Parties affected  
19 thereby. This Agreement shall be binding upon and inure to the benefit of the Plaintiffs, Class  
20 Counsel and the Settlement Class, and Defendant.

21       **F.     Acts Necessary to Effectuate Agreement.** Each Party agrees to perform such  
22 further acts and to execute and to deliver such further documents as may reasonably be necessary  
23 to carry out this Agreement.

24       **G.     Costs and Expenses.** Except as stated herein, each Party shall bear its own costs  
25 and expenses, including any and all legal and expert fees, incurred in the litigation of the Action,  
26 or in connection with this Agreement.

27       **H.     Counterparts; Electronic Signatures.** This Agreement may be executed in any  
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1 number of actual, telecopied, or electronically mailed counterparts and by each of the different  
2 Parties on several counterparts, each of which when so executed and delivered will be an  
3 original. The executed signature page(s) from each actual, telecopied or electronically mailed  
4 counterpart may be joined together and attached and will constitute one and the same instrument.

5 **I. Integration of Exhibits.** The exhibits hereto are incorporated by reference as if set  
6 forth herein verbatim and are an integral part of this Agreement.

7 **J. Substitution of Terms if Necessary.** The Parties believe and hereby agree that the  
8 terms set forth in this Agreement are beneficial to the MOE Policyholders and fair to its  
9 Members. Defendant will promote and defend this Agreement and its terms before the Court, its  
10 Members and any regulator and will make reasonable best efforts to do so. In the event one or  
11 more provisions of this Agreement are deemed invalid or unenforceable for any reason, the  
12 parties will endeavor promptly and in good faith to negotiate and agree to a substitute  
13 provision(s) that will accomplish the same purpose (as the invalid provisions) intended by the  
14 Parties, and all other terms and provision of this Agreement shall remain in full force and effect.  
15 The Parties will seek leave from the Court to reach such alternative agreement without further  
16 leave of the Court unless one or both Parties determine that the terms would materially change  
17 the Agreement approved by the Court in which case leave of the Court will be sought by one or  
18 both Parties before the substitute provision becomes effective (although the substitute provision  
19 will have retroactive application if or when approved). If after three attempts the Parties are  
20 unsuccessful in getting regulatory and/or Court approval for a substitute provision(s) where such  
21 approval is required, then the Agreement shall continue without the substitute provision(s).

22 **K. Severability.** In the event that any one or more of the provisions contained in this  
23 Agreement shall, for any reason, be declared in a legal forum to be invalid, illegal, ineffective or  
24 unenforceable in any respect, such invalidity, illegality, ineffectiveness or unenforceability shall  
25 not affect any other provision of this Agreement, which shall otherwise remain in full force and  
26 effect and continue to be valid and binding upon the Parties, except as provided for in the  
27 preceding clause in this Section. Each of the provisions of this Agreement shall be enforceable  
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1 independently of any other provision of this Agreement and independently of any other claim or  
2 cause of action.

3 **L. No Evidence; No Admission.** In no event shall this Agreement, any of its  
4 provisions, or any negotiations, statements, or proceedings relating to it be offered as, received  
5 as, used as, or deemed to be evidence in the Action, any other action, or in any other proceeding,  
6 except in a proceeding to enforce this Agreement.

7 **M. Notice.** Whenever this Agreement requires or contemplates that one Party shall  
8 or may give notice to the other, notice shall be provided by U.S. mail or overnight delivery  
9 service, and email, as follows:

10 If to Defendant, then to:

11 **Steven P. Caplow**  
12 **Davis Wright Tremaine LLP**  
13 **1201 3d Ave, #2200**  
14 **Seattle, WA 98112**  
15 **Stevencaplow@dwt.com**

16 If to Plaintiffs, then to:

17 **Jason B. Adkins**  
18 **Adkins, Kelston & Zavez, PC**  
19 **90 Canal Street, 5<sup>th</sup> Floor**  
20 **Boston, MA 02114**  
21 **Jadkins@akzlaw.com**

22 **Andrew S. Friedman**  
23 **2325 East Camelback Road, Suite 300**  
24 **Phoenix, AZ 85016**  
25 **Afriedman@bffb.com**

26 **Steve W. Berman, WSBA No. 12536**  
27 **Thomas E. Loeser, WSBA No. 38701**  
28 **1918 Eighth Avenue, Ste. 3300**  
**Seattle, WA 98101**  
**Sberman@hbsslaw.com**  
**Tloeser@hbsslaw.com**

Should any of these addresses change, the person changing his or her address shall promptly  
advise the Court, the Administrator and the other Parties, in writing.

1           **N.**     Authority to Execute Agreement. Each Party or person executing this Agreement  
2 in a representative capacity on behalf of a corporate entity hereby represents that he or she is  
3 duly authorized by such entity to execute this Agreement on its behalf, and to bind it to the terms  
4 and conditions hereof.

5           **O.**     Class Counsel, on behalf of the Settlement Class, are expressly authorized to take  
6 all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this  
7 Agreement to effectuate its terms and also are expressly authorized to enter into any  
8 modifications or amendments to the Agreement on behalf of the Settlement Class which they  
9 deem appropriate.

10          **P.**     Plaintiffs are the only holders and owners of their claims and causes of action  
11 asserted in the Action, and none of Plaintiffs' claims or causes of action referred to in the  
12 complaint in the Action or this Agreement have been assigned, encumbered or in any manner  
13 transferred in whole or in part.

14          **Q.**     The Parties intend to be bound by this Agreement regardless of any intervening  
15 change in applicable law.

1           **R.     Joint Drafting.** The Parties agree that they have jointly participated in the drafting  
2 and preparation of this Agreement, and that this Agreement shall be construed as a whole  
3 according to the fair meaning of the language employed herein, and not construed in a manner  
4 either favorable, or adverse, to any of the Parties hereto.

5 Dated: July 20, 2015

**HAGENS BERMAN SOBOL SHAPIRO LLP**

6 By: s/Steve W. Berman

7 Steve W. Berman, WSBA No. 12536  
8 Thomas E. Loeser, WSBA No. 38701  
9 1918 Eighth Avenue, Ste. 3300  
Seattle, WA 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594

10  
11 **ADKINS, KELSTON & ZAVEZ, P.C.**

12 By: s/Jason B. Adkins

13 Jason B. Adkins (*pro hac vice*)  
14 John Peter Zavez (*pro hac vice*)  
15 Brendan Bridgeland (*pro hac vice*)  
16 90 Canal Street, 5th Floor  
Boston, MA 02114  
Telephone: (617) 367-1040  
Facsimile: (617) 742-8280

17  
18 **BONNETT, FAIRBOURN, FRIEDMAN &  
BALINT, P.C.**

19  
20 By: s/Andrew S. Friedman

21 Andrew S. Friedman (*pro hac vice*)  
22 Francis J. Balint, Jr. (*pro hac vice*)  
23 2325 East Camelback Road, Suite 300  
Phoenix, AZ 85016  
Telephone: (602) 274-1100  
Facsimile: (602) 274-1199

24 *Attorneys for Plaintiffs*

**DAVIS WRIGHT TREMAINE LLP**

By: s/Steven Caplow

Steven Caplow, WSBA #19843  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101  
Telephone: (206) 757-8018  
Facsimile: (206) 757-7018

*Attorneys for Defendant*

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