

# **Exhibit “1”**

**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (“Stipulation”) is made by and between Class Representative Daniel Dawsey (sometimes hereinafter referred to as the “Plaintiff”), on behalf of himself and all others similarly situated, and defendant, The Travelers Indemnity Company, as well as additional settling entities American Equity Specialty Insurance Company, The Automobile Insurance Company of Hartford, Connecticut, The Charter Oak Fire Insurance Company, Discover Property & Casualty Insurance Company, Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Northland Casualty Company, Northland Insurance Company, The Phoenix Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Protective Insurance Company, Select Insurance Company, The Standard Fire Insurance Company, TravCo Insurance Company, The Travelers Casualty Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Commercial Casualty Company, Travelers Commercial Insurance Company, Travelers Constitution State Insurance Company, The Travelers Home and Marine Insurance Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, and United States Fidelity & Guaranty Company (collectively, “Defendants”), by and through their respective counsel, subject to the following terms and conditions.

**RECITALS**

WHEREAS, Plaintiff filed a Class Action Complaint in Washington State Court, which was removed to the United States District Court for the Western District of Washington, and is now pending in the United States District Court for the Western District of Washington County (the “Court”), designated as Case No. 15-cv-05188-RBL (the “Action”);

WHEREAS, Plaintiff and Settlement Class Members (as hereinafter defined) have each owned a vehicle that was involved in a collision, was insured by personal or commercial lines automobile insurance policies issued by Defendants (as hereinafter defined), and suffered a covered uninsured or underinsured motorist property damage loss (the “Settlement Class Members’ UIM PD Claims”);

WHEREAS, the Settlement Class Members’ UIM PD Claims resulted in a covered loss as defined by the Policies to the vehicles involved in those incidents;

WHEREAS, the Action alleges generally, that, in breach of the Policies, Defendants improperly failed to pay the Plaintiff and Settlement Class Members (as hereinafter defined) for diminished value with respect to UIM PD claims; and

WHEREAS, the 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 the Stipulation (the “Settlement”), considered the risks 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 Settlement is fair, reasonable, adequate, and in the best interests of the Plaintiff and Settlement Class Members (as hereinafter defined); and

WHEREAS, Defendants believe they have numerous merits and class defenses, and further maintain that they have consistently acted in accordance with governing laws at all times and deny wrongdoing of any kind whatsoever, and, without admitting liability, have 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.

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 Defendants 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. “Action” shall mean the above-referenced lawsuit, No. 15-cv-05188-RBL, venued in the United States District Court for the Western District of Washington.
2. “Claim” means a request by Plaintiff or a Settlement Class Member for a benefit under the Settlement.
3. “Claimant[s]” mean those Settlement Class Members who submit a timely and Valid Claim Form.
4. “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, in the form attached hereto as Exhibit A.
5. “Claim Form Submission Date” means a date not later than forty-five (45) days after the Final Settlement Hearing.

6. “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 that Epiq Systems, Inc. be appointed as the Claims Administrator.

7. “Class Counsel” means the following attorneys who represent the Plaintiff and the other Settlement Class Members (as defined hereinafter):

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

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

8. “Class Period” means the period from February 23, 2009 to the date of Preliminary Approval of the Settlement reflected in this Stipulation.

9. “Class Representative” or “Plaintiff” means Daniel Dawsey.

10. “Collision Coverage” means the insurance coverage provided by Defendants to Plaintiff and the Class Members in the Washington automobile insurance policies issued by Defendants to Plaintiff and the Class Members, but only the portion of this coverage to the extent used to pay UIM PD claims.

11. “Court” means the United States District Court for the Western District of Washington where the Action is venued before the Honorable Ronald B. Leighton.

12. “Defendants” means The Travelers Indemnity Company, as well as additional settling entities American Equity Specialty Insurance Company, The Automobile Insurance Company of Hartford, Connecticut, The Charter Oak Fire Insurance Company, Discover Property & Casualty Insurance Company, Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Northland Casualty

Company, Northland Insurance Company, The Phoenix Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Protective Insurance Company, Select Insurance Company, The Standard Fire Insurance Company, TravCo Insurance Company, The Travelers Casualty Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Commercial Casualty Company, Travelers Commercial Insurance Company, Travelers Constitution State Insurance Company, The Travelers Home and Marine Insurance Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, and United States Fidelity & Guaranty Company.

13. “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.

14. 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 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.

15. “Eligible Class Member” is a Settlement Class Member who has submitted a Valid Claim Form and whose eligibility has not been challenged by the Defendants within seventy-five (75) days of the Claim Form Submission Date.

16. “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) 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 discretionary review in, any court remains.

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 Federal Rules of Civil Procedure, Washington Rules of Civil Procedure 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 of the preliminarily approved Settlement in substantially the same form and content as Exhibit C attached hereto, to be sent to Settlement Class Members.

20. “Legally Authorized Representative” means a spouse, an administrator/administratrix or executor/executrix of a deceased Settlement Class Member’s estate, a guardian, conservator, or next friend of an incapacitated Settlement Class Member, a person with an executed durable or partial power of attorney over financial matters, 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 the Settlement Class is notified of the existence and terms of the Settlement.

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

23. “Objection” means a written objection to the Proposed Settlement by those who do not opt out which is received no later than sixty (60) days after the Notice is mailed.

24. “Opt Out” means any Person who sends a written communication requesting exclusion from this Settlement, which communication is received no later sixty (60) days after the Notice is mailed.

25. “Parties” means, collectively, Daniel Dawsey (the “Plaintiff”), on behalf of himself and all others similarly situated, and the Defendants.

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. “Policies” means the personal and commercial lines automobile insurance policies issued by Travelers (as hereinafter defined) which, at the time of the Settlement Class Members’ collisions and Settlement Class Members’ UIM PD 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 Defendants’ handling or administering of claims for UIM PD Coverage or UIM property damage; claims for bad faith; claims for UIM PD 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 date hereof, which the Releasing Parties had, have, may have in the future, or which are or could have been alleged by the Plaintiffs in the Action, for themselves and on behalf of the Settlement Class, that relate in any way whatsoever to this Action for diminished value.

30. “Released Persons” means Defendants, and any of their past, present or future subsidiaries, controlled, affiliated, related and/or parent corporations, business entities or divisions, heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers,

underwriters, directors, agents, employees and/or independent contractors, attorneys-in-fact, and/or past, present and future parent, subsidiary and affiliated corporations 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 insureds of Defendants insured under a Washington personal or commercial lines automobile insurance policy issued in Washington State who were involved in an automobile accident from February 23, 2009 until the date of preliminary approval, which caused damage to their vehicle, where the insured’s vehicle’s damage was covered under the UIM PD 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) employees of Defendants, and (c) the assigned judge, the judge’s staff and family.

34. “Settlement Class List” means the class notice list to be furnished to Class Counsel by the Defendants. The Settlement Class List shall be updated as provided in Paragraph 53 (the “Updated Settlement Class List”).

35. “Settlement Fund” means the amount of \$760,000.

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. “Travelers” means Defendants, as defined above in Paragraph 12.

39. “UIM PD Coverage” means the insurance coverage provided by Defendants to Settlement Class Members for uninsured and underinsured motorist property damage coverage.

40. “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.

41. “Updated Settlement Class” shall mean the individuals listed on the Updated Settlement Class List.”

42. “Updated Settlement Class List” means the Settlement Class List updated as provided in Paragraph 53.

43. “Updated Settlement Fund” means the Settlement Fund plus any additional amount determined necessary to be in the Settlement Fund between the time of the initial calculation and the time this Agreement is presented to the Court for preliminary approval.

44. “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,

and which also can be obtained via the Settlement website established by the Claims Administrator, that includes the Class Member's printed name and the signature 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);

## **II. CLAIMS PROCEDURE AND PAYMENT.**

45. In order to receive payment under the Settlement, Settlement Class Members must submit a Claim Form postmarked or received online by a date no later than forty-five (45) days after the Final Settlement Hearing.

46. Deficiency notices will be sent by the Claims Administrator within 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 60 days of date of 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. The Valid Claim Forms will be submitted to the Defendants at the end of the deadline for returning corrected claim forms. If the Valid Claim Forms are not challenged by the Defendants within ninety (90) days of receipt, these Claims become Eligible Class Members and payment will be sent to them by the Defendants

within twenty (20) days after the deadlines to challenge such claims have expired but in no event prior to 30 days after the Effective Date.

47. 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. Claimant will also receive one-half payment if Defendants’ electronic records show that the vehicle was in a prior accident.

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); or

(b) Defendants present sufficient proof from their 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, (3) sound systems repair or replacement, or (4) any combination of (1), (2) and (3) only.

Defendants shall provide notice to Class Counsel, within seventy-five (75) days after the close of the Claim Form Submission Date, if they believe 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. Class Counsel and Defendants shall have twenty-five (25) 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 District Court for resolution, whose decision will be final and non-appealable. Likewise, with respect to Claimants who have submitted a Deficient Claim Form, Defendants shall provide notice to Class

Counsel within seventy-five (75) days of the deadline for returning corrected claim forms if they believe a Claimant is ineligible to receive payment or is eligible for reduced payment under this Settlement by making a challenge to the Claim. Class Counsel and Defendants shall have twenty-five (25) 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 with all other eligibility disputes to the District Court for resolution, whose decision will be final and non-appealable. Defendants shall have twenty (20) days from the date a Claimant is determined, as provided in this Paragraph, by the Court or by the Parties to be an Eligible Class Member, to send payment to them, but in no event earlier than 30 days after the Effective Date.

48. Payment to Eligible Class Members (“Settlement Payment”) shall be calculated as follows:

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

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

(The amount of the Updated Settlement Class Fund) - [minus] attorneys’ fees and costs awarded to Class Counsel pursuant to Paragraph 60 and Class Representative service fees pursuant to Paragraph 49)

x (multiplied by)

(Individual Class Member Repair Cost Payment divided by the Total Repair Cost Payments), except in the case of 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. The Settlement Class Fund shall be \$760,000 [950 X \$800] . If there are more claims that satisfy the Class definition as of the date of preliminary approval of the Settlement (the Updated Settlement Class List), the amount of the Settlement Fund shall be increased by \$800 per additional claim (the “Updated Settlement Fund”), as set forth in Paragraph

—.

(3) Defendants may deduct (and will receive full credit for) from the amount derived by the calculation in subsection (2) above any and all past payments for diminished value to Class Members who have submitted a timely Valid Claim Form.

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

(5) The amounts paid to each Settlement Class Member who submits a Valid Claim Form shall be Defendants' only payment obligations under this Settlement (with the sole exception of the Class Representative fee described in Paragraph 49), and these claims will be paid as made, with no fund being created.

49. As set forth in Section VII below, Defendants agree to pay Daniel Dawsey \$7,500.00 for his service as Class Representative within fourteen (14) business days after the Effective Date.

50. The Releasing Parties fully understand and intend, upon advice of counsel, that, pursuant to this Agreement, the payments set forth above (except the service award to the Class Representative as set forth in Paragraph 49 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 and as to any and all possible claims related to and/or associated with any of the foregoing.

51. If, after all checks have been disbursed to Eligible Class Members, there are checks that have not been cashed within sixty (60) days of the check's date, or are returned as undeliverable, and no deliverable address can be identified through the process set forth in Paragraphs 52 and 53, 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 60-day period, the Claims Administrator shall issue a replacement check with a 60-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 Rule 23(f) of the Federal Rules of Civil Procedure, or any other law, or otherwise subject to the doctrine of cy pres or its equivalent.

### **III. CLAIMS ADMINISTRATOR.**

52. The Parties agree to recommend to the Court a Claims Administrator upon which the Parties agree and which will be designated as “Claims Administrator.” The Claims Administrator shall (i) oversee the provision of Notice to the Class; (ii) oversee identification of addresses for any returned mail, and remaining notice, (iii) process Claim Forms; (iv) contact Settlement Class Members by mail, whose Forms are deficient to obtain a cured form, (v) process any cured Claim Forms, (vi) send those forms to Defendants for challenge or payment (vi) forward inquiries and questions to Stephen M. Hansen; and (vii) provide a certification to the Court regarding the administration and processing of claims and, in the event that the Claims Administrator issues checks, the issuance of the payments to the Claimants as set forth herein,

53. The Claims Administrator shall be paid by Defendants for services rendered pursuant to the Settlement. Such costs include, without limitation, the reasonable costs of notifying the Settlement Class Members; the reasonable costs, after Defendants have 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 claim forms.

**IV. NOTICE AND ADMINISTRATION OF SETTLEMENT.**

54. As soon as practicable 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), by first-class mail, to each Person on the Updated Settlement Class List, pre-printed with the Class Member's name and most recent address as determined below in this Paragraph and Paragraphs 52 and 53, the date of the loss, and the vehicle make, model, and year. 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". Defendants and the Claims Administrator shall use their best efforts to complete the mailing of the Individual Notice and Claim Form to each Person on the Updated Settlement Class List, as soon as possible, but no later than seventy (70) 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 of the Claim Form, attached hereto as Exhibit A.

55. 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 Defendants and Class Counsel as requested.

56. 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, as well as an online claim form, will be made available to the Updated Settlement Class by the Claims Administrator.

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

**V. DECEASED AND BANKRUPT CLASS MEMBERS.**

58. 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 United States Bankruptcy Code laws.

**VI. COMMUNICATIONS WITH THE CLASS.**

59. 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 Defendants, their employees, agents or representatives from communicating with Settlement Class Members in the normal course of their business operations.

**VII. ATTORNEYS' FEES, CLASS REPRESENTATIVE FEES, AND COSTS.**

60. Attorneys' fees and costs have not been fully negotiated by Class Counsel and Defendants, 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 Defendants agree not to oppose a fee and cost request that does not exceed 26.25% of the amount referred to in Paragraph 35 above, or a Class Representative fee for Plaintiff of seventy-five hundred dollars (\$7,500.00). Any attorneys' fees and costs, and any Class Representative fees, 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 Defendants' counsel in writing by Class Counsel.

61. The amounts set forth in Paragraph 60 shall constitute all the sums the Defendants shall ever pay to Class Counsel as attorneys' fees or expenses. Defendants 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 60 above. Any award by the Court or any appellate court of attorneys' fees and costs, or Class Representative fees, to be paid by Defendants 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.

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

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

63. Within twenty (20) business days after notice of the occurrence of any of the following events, the Defendants shall have the right, exercisable at their 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;
- (3) Any financial obligation is imposed upon Defendants in addition to and/or greater than those specifically accepted by Defendants in this Settlement; or
- (4) In the event that 5% or more of Settlement Class Members file valid and timely requests for exclusion.

If Defendants exercises their right of termination pursuant to this Paragraph 63, this Stipulation shall be null and void and of no force and effect.

64. 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 Defendants from opposing certification or the claims in the Action or 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 Defendants, except in any proceedings brought to enforce the Agreement.

This Section shall survive any termination of this Stipulation and Settlement.

65. 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.

66. 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.

**IX. OBJECTIONS AND REQUESTS FOR EXCLUSION.**

67. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 60 days after mailing of the notice, 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.

68. Settlement Class Members who do not opt out 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 67 and 68. 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.

69. 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 days (30) before the Final Settlement Hearing;
- (4) Be served on Class Counsel and counsel for Defendants by first-class mail, postmarked no later than sixty (60) days after the Notice is mailed;
- (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 it 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.

70. In addition to the foregoing, a notice of intent to object must contain the

following information, if the Class Member or his/her or its 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.

71. 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 its timely written objection.

72. 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 Defendants. 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.

**X. REPRESENTATION OF OPT OUTS.**

73. 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.

**XI. CONFIDENTIALITY AGREEMENT.**

74. The following constitutes highly confidential and proprietary business information of Defendants (the “Confidential Information”): (a) the names, addresses, policy numbers, and other data concerning any insured of Defendants, 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 Defendants in identifying the Settlement Class Members, the Class List of insureds and in otherwise effectuating Defendants’ other obligations under the Settlement; and (c) any documents produced by Defendants 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.

75. No person(s) other than Defendants' counsel and clerical/administrative personnel employed by Defendants' counsel, Class Counsel and clerical/administrative personnel employed by 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.

76. Within thirty (30) days after the Effective Date, Class Counsel shall return, upon request, to Defendants 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.

77. 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 this Stipulation, other than statements which are fully consistent with this Stipulation and the Class Notice.

**XII. DISMISSAL OF ACTION, RELEASES AND COVENANTS NOT TO SUE.**

78. 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.

79. 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 Defendants shall not be released from their obligations to carry out the terms of this Stipulation.

**XIII. DENIAL OF LIABILITY / NO PRECEDENTIAL VALUE.**

80. Were it not for this Settlement, Defendants would have contested each and every claim in the Action. Defendants maintain that they have consistently acted in accordance with governing laws at all times. Defendants deny all the material allegations set forth in the Action. Defendants have nonetheless concluded that it is in their best interests that the Action be settled on the terms and conditions set forth in this Stipulation. Defendants have 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 Defendants to conduct their business unhampered by the distractions of continued litigation.

81. As a result of the foregoing, Defendants enter 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 Defendants 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 Defendants.

82. 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 Defendants except in any proceedings brought to enforce the Stipulation and except that any of the Released Parties 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.

83. 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 Defendants that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendants 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 Defendants except as otherwise set forth herein.

**XIV. MISCELLANEOUS PROVISIONS.**

84. 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.

85. 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.

86. Except as otherwise provided, this Stipulation contains the entire agreement between the Parties hereto, and supersedes any prior agreements or understandings between them. 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.

87. 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.

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

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

90. 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.

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

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

93. 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) all Parties hereto, for the purpose of 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.

94. 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.

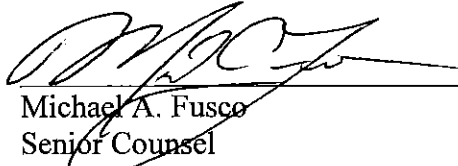
95. Paragraphs 1 through 94 are material provisions of the agreement stated herein. In the event that any of those provisions is stricken or modified by the Court, either Party may terminate the Settlement.

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:

\_\_\_\_\_  
Daniel Dawsey  
PLAINTIFF

  
\_\_\_\_\_  
Michael A. Fusco  
Senior Counsel  
Claim Legal - Auto  
Travelers  
ON BEHALF OF DEFENDANTS

**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  
71 Stevenson Street, Suite 400  
San Francisco, California 94105

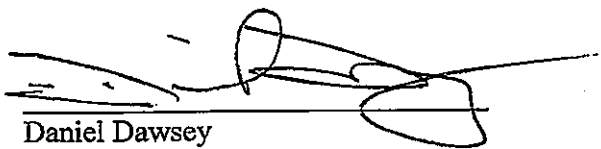
**Dated:** \_\_\_\_\_

\_\_\_\_\_  
Marilee C. Erickson  
REED MCCLURE  
Financial Center  
1215 Fourth Avenue, Suite 1700  
Seattle, WA 98161-1087

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
Mark L. Hanover, *pro hac vice* pending  
DENTONS US LLP  
233 South Wacker Drive Suite 5900  
Chicago, IL 60606-6361

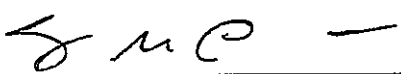


By:   
Daniel Dawsey  
PLAINTIFF


\_\_\_\_\_  
Michael A. Fusco  
Senior Counsel  
Claim Legal - Auto  
Travelers  
ON BEHALF OF DEFENDANTS

**APPROVED AS TO FORM AND SUBSTANCE:**

Dated: 3/30/17

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

Dated: 4/12/17

  
\_\_\_\_\_  
for Scott P. Nealey  
Law Office of Scott P. Nealey  
71 Stevenson Street, Suite 400  
San Francisco, California 94105

Dated: \_\_\_\_\_

\_\_\_\_\_  
Marilee C. Erickson  
REED MCCLURE  
Financial Center  
1215 Fourth Avenue, Suite 1700  
Seattle, WA 98161-1087

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark L. Hanover, *pro hac vice* pending  
DENTONS US LLP  
233 South Wacker Drive Suite 5900  
Chicago, IL 60606-6361

By:

\_\_\_\_\_  
Daniel Dawsey  
PLAINTIFF

\_\_\_\_\_  
Michael A. Fusco  
Senior Counsel  
Claim Legal - Auto  
Travelers  
ON BEHALF OF DEFENDANTS

**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

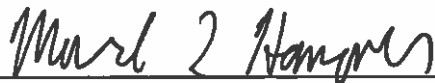
**Dated:** \_\_\_\_\_

\_\_\_\_\_  
Scott P. Nealey  
Law Office of Scott P. Nealey  
71 Stevenson Street, Suite 400  
San Francisco, California 94105

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
Marilee C. Erickson  
REED MCCLURE  
Financial Center  
1215 Fourth Avenue, Suite 1700  
Seattle, WA 98161-1087

**Dated:** \_\_\_\_\_

  
\_\_\_\_\_  
Mark L. Hanover, *pro hac vice* pending  
DENTONS US LLP  
233 South Wacker Drive Suite 5900  
Chicago, IL 60606-6361

By:

\_\_\_\_\_  
Daniel Dawsey  
PLAINTIFF



\_\_\_\_\_  
Michael A. Fusco  
Senior Counsel  
Claim Legal - Auto  
Travelers  
ON BEHALF OF DEFENDANTS

**APPROVED AS TO FORM AND SUBSTANCE:**

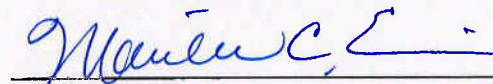
**Dated:** \_\_\_\_\_

\_\_\_\_\_  
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  
71 Stevenson Street, Suite 400  
San Francisco, California 94105

**Dated:** April 11, 2017



\_\_\_\_\_  
Marilee C. Erickson  
REED MCCLURE  
Financial Center  
1215 Fourth Avenue, Suite 1700  
Seattle, WA 98161-1087

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
Mark L. Hanover, *pro hac vice* pending  
DENTONS US LLP  
233 South Wacker Drive Suite 5900  
Chicago, IL 60606-6361

# **Exhibit “A”**

**Claim Form**

***Dawsey v. Travelers Class Action Settlement***

Dear [NAME]:

You are receiving this claim form as part of a class action settlement overseen by the United States District Court, Western District of Washington, in Tacoma. TRAVELERS' records show that you may be eligible to receive money from the Settlement, because you made a claim for uninsured or underinsured motorist property damage benefits with TRAVELERS for an automobile accident on [DATE] involving [VEHICLE YEAR] [VEHICLE MAKE and MODEL] insured by TRAVELERS.

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 three questions below. If you do not know the answer check "I don't know."

		<i>Check 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

Are you the subject of an open and ongoing bankruptcy proceeding? Yes  No

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 to send 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], 2017**

Further instructions are  
on the back of this page

Submit your form in any of these ways:

Online: [www.](#)

Mail:  
[Claims Administrator's address]

Questions?

Visit [www.](#)

Or

Call XXX-XXX-XXXX

To be valid, the Claim Form must be  
postmarked or submitted online  
by **[DATE], 2017**

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).



# **Exhibit “B”**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON**

DANIEL DAWSEY, individually and on  
behalf of the class of similarly situated  
persons,

Plaintiff,

vs.

THE TRAVELERS INDEMNITY  
COMPANY,

Defendant.

Case No. 15-cv-05188-RBL

FINAL ORDER APPROVING  
SETTLEMENT AND  
JUDGMENT OF DISMISSAL  
WITH PREJUDICE  
[PROPOSED]

On the \_\_\_\_ day of \_\_\_\_\_, 2017, the matter of the Court's final approval of the Stipulation of Settlement, also sometimes referred to as the Agreement, submitted on \_\_\_\_\_, 2017 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of Plaintiff and the Settlement Class was \_\_\_\_\_ ("Class Counsel"). Appearing on behalf of Defendants was \_\_\_\_\_.

WHEREAS, Plaintiff, Daniel Dawsey, on behalf of himself and the proposed Settlement Class, and defendant, The Travelers Indemnity Company, as well as additional settling entities American Equity Specialty Insurance Company, The Automobile Insurance Company of Hartford, Connecticut, The Charter Oak

Fire Insurance Company, Discover Property & Casualty Insurance Company, Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Northland Casualty Company, Northland Insurance Company, The Phoenix Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Protective Insurance Company, Select Insurance Company, The Standard Fire Insurance Company, TravCo Insurance Company, The Travelers Casualty Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Commercial Casualty Company, Travelers Commercial Insurance Company, Travelers Constitution State Insurance Company, The Travelers Home and Marine Insurance Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, and United States Fidelity & Guaranty Company, individually and on behalf of all affiliated entities doing business in Washington (collectively, “Defendants,” and as defined in the Stipulation of Settlement), have executed and filed a Stipulation of Settlement with the Court on \_\_\_\_\_ 2017 and

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

WHEREAS, the Court, on \_\_\_\_\_ 2017, entered the Preliminary Approval Order, preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Daniel Dawsey was approved in the Preliminary Approval Order as the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on \_\_\_\_\_, 2017, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendants and Class Counsel have satisfactorily indicated to the Court that the Notice Plan was followed; and

WHEREAS, a final approval hearing was held on \_\_\_\_\_, 2017, at which all interested persons were given an opportunity to be heard, and all objections to the Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, 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, Defendants improperly failed to pay the Plaintiffs and Settlement Class Members (as hereinafter defined) for diminished value with respect to uninsured and underinsured motorist property damage coverage (“UIM PD”) claims.

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows:

All insureds of Defendants insured under a Washington personal or commercial lines automobile insurance policy issued in Washington State who were involved in an automobile accident from February 23, 2009 until the date of preliminary approval, which caused damage to their vehicle, where the insured’s vehicle’s damage was covered under the UIM PD 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) employees of Defendants, (c) the assigned judge, the judge's staff and family.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. The Court certifies the Settlement Class in this Action, for settlement purposes only, under Fed. R. Civ. P. 23(a) and (b)(3), and, in so doing, finds that, for settlement purposes only, the requirements for maintaining a class action, at the settlement stage, have been met.

5. The Class Representative has entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants 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, and directed that the Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

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

7. 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.

8. The Class Representative and Defendants have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on \_\_\_\_\_, 2017, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

9. The Court hereby finds that approval of the 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.

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

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

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

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

13. \_\_\_\_\_ Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein.

14. All provisions and terms of the Settlement 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 are hereby finally approved in all respects.

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

16. 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.

17. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims and Unknown Claims that the Settlement Class Members may have against all the Released Persons.

18. “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 Defendants’ handling or administering of claims for UIM PD Coverage or UIM property damage; claims for bad faith; claims for UIM PD 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 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 himself and/or on behalf of the Settlement Class, that relate in any way whatsoever to the Action.

19. "Released Persons" means Defendants, as defined in the Agreement, and any of their past, present or future subsidiaries, controlled, affiliated, related and/or parent corporations, business entities or divisions, heirs, predecessors, successors, assigns, officers, stockholders, insurers, reinsurers, underwriters, directors, agents, employees and/or independent contractors, attorneys-in-fact, and/or past, present and future parent, subsidiary and affiliated corporations and/or any other person or entity who could or might be subject to any liability under or through any of the foregoing.

20. "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.

21. 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 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 Federal Rules of Civil Procedure, the Washington Code of Civil Procedure, and all other applicable laws.

22. Within thirty (30) days after the Effective Date, Class Counsel shall return, upon request, to Defendants 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.

23. 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 Stipulation, other

than statements which are fully consistent with the Stipulation and the Class Notice.

24. 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 Defendants 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.

25. 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.

26. Neither this Final Judgment, the 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 Defendants 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 Defendants. To the extent permitted by law, neither this Final Judgment, the 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 Defendants, except in any proceedings brought to enforce the Stipulation and except that any of 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. Neither this Final Judgment, the 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 the Stipulation, shall be deemed an admission by Defendants that certification of a

class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendants 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 Defendants, except as set forth in the Stipulation.

27. The Court has considered the request for a Class Representative award, and hereby approves and awards the Class Representative the amount of \$7,500.

28. 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 \$\_\_\_\_\_.

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

30. 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 Federal Rules of Civil Procedure as to all claims among Defendants 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, the Agreement and the Settlement;
- B. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2017

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Honorable Ronald B. Leighton

# **Exhibit “C”**

**You have received this Letter because you had a personal or commercial lines auto insurance policy in Washington issued by a TRAVELERS entity and received payment to cover damage to your vehicle after February 23, 2009. Therefore, you may be able to get a payment from this class action Settlement.**

**The United States District Court, Western District of Washington at Tacoma authorized this Notice. This is not a solicitation from a lawyer.**

- Subject to Court Approval, the Settlement will provide up to \$\_\_\_\_\_ (less legal fees and costs) to pay claims from those who properly submit Claim Forms by \_\_\_\_\_, 2017.
- The Settlement affects the rights of all Washington insureds of The Travelers Indemnity Company, as well as additional settling entities American Equity Specialty Insurance Company, The Automobile Insurance Company of Hartford, Connecticut, The Charter Oak Fire Insurance Company, Discover Property & Casualty Insurance Company, Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Northland Casualty Company, Northland Insurance Company, The Phoenix Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Protective Insurance Company, Select Insurance Company, The Standard Fire Insurance Company, TravCo Insurance Company, The Travelers Casualty Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Commercial Casualty Company, Travelers Commercial Insurance Company, Travelers Constitution State Insurance Company, The Travelers Home and Marine Insurance Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, and United States Fidelity & Guaranty Company (referred to above and below collectively as "Travelers") who received payment under their uninsured or underinsured motorist property damage ("UIM PD") coverage for property damage to their insured automobiles between February 23, 2009 and \_\_\_\_\_, 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.
<b>Comment (including Objections)</b>	Write to the Court about what you think about the Settlement.
<b>Go to the hearing</b>	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.
<b>Do nothing</b>	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.
<b>Ask to be excluded</b>	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 Claim Form, because the records of TRAVELERS show that you were an insured of TRAVELERS who received payment under your UIM PD coverage for property damage to your insured automobile for an accident occurring between February 23, 2009 and \_\_\_\_\_, and who meet certain other requirements (set forth in Section 5, below)

The class action suit has been pending since February 23, 2015. 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 be any money but will bound by the Settlement terms and any final judgment.

The Court in charge of the case is in the United States District Court, Western District of Washington at Tacoma, and the case is known as *Dawsey v The Travelers Indemnity Company*, Case No. 15-cv-05188-RBL. The persons who brought this suit is called the Plaintiff.

## 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 TRAVELERS failed to pay or pay adequately for this type of loss under its Washington insurance policies’ UIM PD coverage, and that such an alleged failure to pay is a breach of TRAVELERS’ automobile insurance contracts and was an unfair business practice. TRAVELERS 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 or more people, called Class Representatives, sue 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. United States District Court Judge Ronald B. Leighton is presiding over this class action.

### **4. Why is there a Settlement?**

After this matter was filed, and a schedule set, both sides agreed to a Settlement, which, if approved, brings the litigation to an end. That way, Plaintiff and TRAVELERS avoid the 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 TRAVELERS paid to have your insured vehicle repaired under the UIM PD provision of a TRAVELERS personal or commercial lines auto insurance policy issued in Washington; and

1. the repair estimate on your vehicle (including any supplements) totaled at least \$1,000; and
2. your 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. your vehicle suffered structural (frame) damage and/or deformed sheet metal and/or required body or paint work.

You are not a part of the Class if, at the time of your accident, (a) your vehicle was leased, (b) your vehicle was declared a total loss, (c) you are currently employed by TRAVELERS, or (d) your covered accident was before February 23, 2009.

### **6. How much might my payment be?**

Each Class Member who submits a valid claim form 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 Class Member’s repair cost times the portion of the Settlement paid to Class Members (i.e., \$\_\_\_\_\_ minus attorneys’ fees and costs and incentive payments to the Class Representative) divided by the aggregate value of all Class Members’ repair costs. Not everyone

who receives this Notice will be eligible for payment. The average payment for qualified Class Members will likely be in the range of several hundred dollars per Class Member, depending on how much, if any, payment for diminished value the claimant has already received. You can only receive your share of the Settlement if you submit a Valid Claim Form by \_\_\_\_\_.

**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 one page, is enclosed with this Notice. Read the instructions carefully and, if you wish to make a claim, fill out the form, sign it, and submit it online, or by mail postmarked, by \_\_\_\_\_, 2017. 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 \_\_\_\_\_, 2017, 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 beginning around \_\_\_\_\_, 2017. 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 of the status of the Settlement to all people who submit Claim Forms at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). Please be patient.

**9. What am I giving up to participate in this Settlement?**

If you do not exclude yourself from this Settlement, you will, whether or not you make a claim, be deemed to have given a Release to TRAVELERS. For the complete terms of the Release, please review the Stipulation of Settlement and Final Approval Order by visiting [www.XXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXX.com).

**10. 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 TRAVELERS.

To ask to be excluded, you must send a signed letter, stating that you want to be excluded from DAWSEY v. TRAVELERS. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by \_\_\_\_\_, 2017, to: DAWSEY v. TRAVELERS EXCLUSIONS, P.O. Box 0000, \_\_\_\_\_, 00000-0000.

**11. Do I have a lawyer in this case?**

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 Scott

P. Nealey and Stephen M. Hansen. They can be reached to answer any questions you may have at 415-231-5311 or 253-302-5955.

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.

**12. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of their attorneys' fees up to 26.25% of the common fund, together with reimbursement of their costs according to the terms of the Stipulation of Settlement. Since even before filing this lawsuit, Class Counsel have worked continuously 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 \$\_\_\_\_\_ available to the Class Members in this Settlement. In addition, Class Counsel will apply to the Court for a service award of \$7,500.00 for Daniel Dawsey. 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.

**13. 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 days (30) before the Final Settlement Hearing; (4) Be served on Class Counsel and counsel for the Defendants at the addresses below by first-class mail, postmarked no later than sixty (60) days after the mailing of the Notice; (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 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 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:  Mr. Stephen M. Hansen 1821 Dock Street #103 Tacoma, WA 98402	Counsel for TRAVELERS:  Mr. Mark L. Hanover Dentons US LLP 233 South Wacker Drive Suite 5900 Chicago, IL 60606-6361
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Any comments or objections which do not comply with the above or are not timely served on all counsel listed above 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 [INSERT TIME] on [INSERT DATE] at the United States District Court, Western District of Washington, at Tacoma, 1717 Pacific Ave, 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 Leighton 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 will be paid to 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 Judge Leighton 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. As long as 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 *DAWSEY v. TRAVELERS*". You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by \_\_\_\_\_, 2017. 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, but will still be deemed to have given the Release set forth in Paragraph 9 above. **To receive a payment you must submit a qualifying claim form.**

**Getting More Information**

**17. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement. You can view and print a copy of the Stipulation of Settlement and other information about the lawsuit by visiting [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.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 TRAVELERS or its lawyers to inquire about this Settlement. They will be unable to help you.**

By order of the United States District Court, Western District of Washington, at Tacoma.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
/s/  
Ronald B. Leighton, United States  
District Court Judge

# **Exhibit “D”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON**

DANIEL DAWSEY, individually and on  
behalf of the class of similarly situated  
persons,

Plaintiff,

vs.

THE TRAVELERS INDEMNITY  
COMPANY,

Defendant.

Case No. 15-cv-05188-RBL

ORDER PRELIMINARILY  
APPROVING SETTLEMENT  
AND DIRECTING NOTICE TO  
THE CLASS [PROPOSED]

Plaintiff, Daniel Dawsey, on behalf of himself and the proposed Settlement Class, and defendant, The Travelers Indemnity Company, as well as additional settling entities American Equity Specialty Insurance Company, The Automobile Insurance Company of Hartford, Connecticut, The Charter Oak Fire Insurance Company, Discover Property & Casualty Insurance Company, Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Northland Casualty Company, Northland Insurance Company, The Phoenix Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Protective Insurance Company, Select Insurance Company, The Standard Fire Insurance Company, TravCo Insurance Company, The Travelers Casualty Company, Travelers Casualty and Surety Company,



Travelers Casualty and Surety Company of America, Travelers Casualty Company of Connecticut, Travelers Casualty Insurance Company of America, Travelers Commercial Casualty Company, Travelers Commercial Insurance Company, Travelers Constitution State Insurance Company, The Travelers Home and Marine Insurance Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, and United States Fidelity & Guaranty Company, individually and on behalf of all affiliated entities doing business in Washington (collectively, “Defendants), all 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 sometimes referred to as the Agreement, filed with the Court on \_\_\_\_\_, 2017; and

The Parties have made an application pursuant to Fed. 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:

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

All insureds of Defendants insured under a Washington personal or commercial lines automobile insurance policy issued in Washington State who were involved in an automobile accident from February 23, 2009 until the date of preliminary approval, which caused damage to their vehicle, where the insured's vehicle's damage was covered under the UIM PD 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) employees of Defendants, (c) the assigned judge, the judge's staff and family.

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 Daniel Dawsey 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  
71 Stevenson Street, Suite 400  
San Francisco, California 94105

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

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

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

implement the Proposed Settlement or to comply with or effectuate the terms of the Stipulation of Settlement.

7. Within 70 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 [Epiq Systems, Inc.] 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 Federal Rules of Civil Procedure, Washington Rules of Civil Procedure and all other applicable laws.

9. A hearing (the "Final Settlement Hearing") shall be held on \_\_\_\_\_, 2017 at \_\_\_\_\_ o'clock p.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 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 days (30) before the Final Settlement Hearing; (4) be served on Class Counsel and counsel for the Defendants at the addresses below by first-class mail, postmarked no later than sixty days (60) after mailing of the Notice; (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 Paragraph 71 of the Stipulation of Settlement, under the time lines specified therein.

12. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 60 days after mailing of the Notice, 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 Defendants 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.

15. 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.

16. 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 Defendants 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 Defendants. The Settlement is not a concession and shall not be used as an admission of any fault or omission by Defendants 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 Defendants except in any proceedings brought to enforce the Stipulation of Settlement, except that any of 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.

17. 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.

18. 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.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2017

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Honorable Ronald B. Leighton