

The Honorable GAROLD E. JOHNSON



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

MICHAEL BRUNSWICK,

Plaintiff,

v.

AMICA MUTUAL INSURANCE  
COMPANY,

Defendant.

NO. 20-2-05690-7

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND DIRECTING  
NOTICE TO CLASS**

Plaintiff, MICHAEL BRUNSWICK, on behalf of himself and the proposed Settlement Class, and Defendant, AMICA MUTUAL INSURANCE COMPANY (“AMICA”), 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 August 27, 2021; and

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

1 The Court has read and considered the Agreement and the exhibits thereto and has read  
2 and considered all other papers filed and proceedings had herein, and is otherwise fully  
3 informed, and with good cause appearing,  
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5 IT IS HEREBY ORDERED AS FOLLOWS:

6 This Preliminary Approval Order incorporates by reference the definitions in the  
7 Agreement.  
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9 The Court has jurisdiction over the subject matter of this Action and over all Parties to this  
10 Action, including the Named Plaintiff, all Settlement Class Members and Defendant.

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

12 All insureds of AMICA MUTUAL INSURANCE COMPANY and AMICA PROPERTY  
13 AND CASUALTY INSURANCE COMPANY, INC. with Washington policies issued in  
14 Washington State between March 23, 2014 and August 27, 2021 where the insured's  
15 vehicle damages were covered under the policy's underinsured/uninsured motorist  
16 ("UMPD ") coverage, AMICA MUTUAL INSURANCE COMPANY or AMICA  
PROPERTY AND CASUALTY INSURANCE COMPANY, INC. paid, in whole or part,  
a claim under such coverage, and,

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

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

21 c. The vehicle suffered structural (frame) damage and/or deformed  
22 sheet metal and/or required body or paint work.

23 Excluded from the Class are (a) claims involving leased vehicles or total  
24 losses, (b) the assigned judge, the judge's staff and family.

25 For purposes of determining whether the terms of the Proposed Settlement should be  
26 finally approved as fair, reasonable and adequate, and contingent upon the Settlement being  
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1 finally approved, Plaintiff MICHAEL BRUNSWICK is appointed as Class Representative, and  
2 the following counsel are designated as counsel for the Class ("Class Counsel"):  
3

4 Scott P. Nealey  
5 Law Office of Scott P. Nealey  
6 71 Stevenson Street, Suite 400  
7 San Francisco, California 94105

8 Stephen M. Hansen  
9 Law Offices of Stephen M. Hansen, P.S.  
10 1821 Dock Street, Suite 103  
11 Tacoma, WA 98402

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

16 Pending final determination of whether the Proposed Settlement should be approved, all  
17 proceedings in the Action shall be stayed until further order of the Court, except such  
18 proceedings as may be necessary either to implement the Proposed Settlement or to comply with  
19 or effectuate the terms of the Stipulation of Settlement.

20 Within sixty (60) days after the entry of this Order, the Claims Administrator shall send a  
21 copy of the Individual Notice and a Claim Form (or Claim Forms if a Class Member has multiple  
22 claims), pre-printed with the Class Member's name and most recent address, the date of the loss,  
23 and the vehicle make, model, and year, by first-class mail, to each Person on the Settlement  
24 Class List. Prior to any mailing the Claims Administrator shall update all addresses on the Class  
25 List by running the addresses thereon through the National Change of Address Data Base. In  
26 furtherance of this Paragraph, the Court shall appoint a Claims Administrator for this matter to  
27 be determined by agreement of the parties and submitted *ex parte* to the Court for approval.  
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1 The Court preliminarily finds that the dissemination of the Individual Notice and Claim  
2 Form under the terms and in the format provided for in this Order and the Stipulation of  
3 Settlement constitutes the best notice practicable under the circumstances, and is due and  
4 sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the  
5 requirements of due process, the Washington Rules of Civil Procedure and all other applicable  
6 laws.  
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9 A hearing (the "Final Settlement Hearing") shall be held on January 21, 2022 at 9:30  
10 o'clock a.m. Courtroom \_\_\_\_\_, as set forth in the Individual Notice, to determine whether the  
11 Proposed Settlement of this Action (including the payment of attorneys' fees and costs to Class  
12 Counsel) should be approved as fair, reasonable, and adequate, and to determine whether final  
13 judgment approving the Proposed Settlement and dismissing all claims asserted in this Action on  
14 the merits, with prejudice and without leave to amend, should be entered. The Final Settlement  
15 Hearing may be postponed, adjourned or rescheduled by order of the Court without further  
16 notice to the Class Members.  
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18 Objections to the Settlement shall be heard, and any papers or briefs submitted in support  
19 of said objections shall be considered, by the Court (unless the Court in its discretion shall  
20 otherwise direct) only if they comply with the objection procedures set forth in the Stipulation of  
21 Settlement and Notice. Specifically, members of the Class who have not previously opted out of  
22 the Class must file a notice of intent to object to the Settlement. To be effective, a notice of  
23 intent to object to the Settlement must: (1) contain a heading that includes the name of the case  
24 and case number; (2) provide the name, address, telephone number and signature of the Class  
25 Member filing the objection; (3) be filed with the Clerk of the Court not later than thirty (30)  
26 days before the Final Settlement Hearing; (4) be served on Class Counsel and counsel for the  
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1 Defendant at the addresses below by first-class mail, postmarked no later than thirty (30) before  
2 the Final Settlement Hearing; (5) contain the name, address, bar number and telephone number  
3 of the objecting Class Member's counsel, if represented by an attorney. Class Members  
4 represented by an attorney must comply with all applicable laws and rules for filing pleadings  
5 and documents in the Court; and state whether they intend to appear at the Final Settlement  
6 Hearing, either in person or through counsel.  
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9 In addition to the foregoing, a notice of intent to object must contain the following  
10 information, if the Class Member or his/her attorney requests permission to speak at the Final  
11 Settlement Hearing: (1) a detailed statement of the specific legal and factual basis for each and  
12 every objection; and (2) a detailed description of any and all evidence the Objector may offer at  
13 the Final Settlement Hearing, including photocopies of any and all exhibits which may be  
14 introduced at the Final Settlement Hearing. Any individual or entity who objects, must submit  
15 themselves or itself to discovery pursuant to the Stipulation of Settlement, under the timelines  
16 specified therein.  
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18 Settlement Class Members who wish to exclude themselves from the Settlement Class  
19 must prepare a written request for exclusion, postmarked no later than thirty (30) days before the  
20 Final Settlement Hearing, which shall be sent to the Claims Administrator. Written requests for  
21 exclusion must be signed and include the individual's name, address, and telephone number, and  
22 expressly state the desire to be excluded from the Settlement Class. Requests for exclusion must  
23 be exercised individually by the Class Member, not as or on behalf of a group, class, or subclass,  
24 except that such exclusion requests may be submitted by a Class Member's Legally Authorized  
25 Representative.  
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1 All Class Members who do not opt out of the Class shall be bound by any Approval Order  
2 and Final Judgment entered pursuant to the Stipulation of Settlement, and shall be barred and  
3 enjoined, now and in the future, from asserting any and all of the Released Claims, as defined in  
4 the Stipulation of Settlement, against the Released Persons, as defined in the Stipulation of  
5 Settlement, and any such Class Member shall be conclusively deemed to have released any and  
6 all such Released Claims.  
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9 Class Counsel agree that any representation, encouragement, solicitation or other  
10 assistance, including but not limited to referral to other counsel, of or to any Opt Outs or any  
11 other person seeking to litigate with Defendant over any of the claims covered under the Release  
12 in this matter could place Class Counsel in an untenable conflict of interest with the Class.  
13 Accordingly, Class Counsel and their respective firms agree (only to the extent that it is  
14 otherwise not violative of any applicable rules governing the practice of law) not to represent,  
15 encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to  
16 referrals to other counsel) any Opt Out except that referring such person to the Notice or  
17 suggesting to any such person the option of obtaining separate counsel, without specifically  
18 identifying options for such counsel, shall be permitted under the terms of this provision.  
19 Additionally, Class Counsel and their respective firms agree (only to the extent that it is  
20 otherwise not violative of any applicable professional rules) not to represent, encourage, solicit  
21 or otherwise assist, in any way whatsoever, any Opt Out or any other person who seeks to  
22 represent any form of opt-out class, or any other person, in any subsequent litigation that person  
23 may enter into with Released Persons regarding the Released Claims or any related claims,  
24 except that suggesting to any such person the option of obtaining separate counsel, without  
25 specifically identifying options for such counsel, shall be permitted.  
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1           The Settlement fits within the parameters necessary for potential final approval, and is  
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3 therefore hereby preliminarily approved, but is not to be deemed an admission of liability or fault  
4 by Defendant or by any other person or entity, or a finding of the validity of any claims asserted  
5 in the Action or of any wrongdoing or of any violation of law by Defendant or any other person  
6 or entity. The Settlement is not a concession and shall not be used as an admission of any fault  
7 or omission by Defendant or any other person or entity. Neither the terms or provisions of the  
8 Stipulation of Settlement, nor any related document, nor any of the negotiations or proceedings  
9 connected with it, shall be offered as evidence or received in evidence in any past, pending or  
10 future civil, criminal, or administrative action nor proceeding, to establish any liability or  
11 admission by Defendant or any other person or entity except in any proceedings brought to  
12 enforce the Stipulation of Settlement, except that the Released Persons may file this Order in any  
13 action that may be brought against any of them in order to support a defense or counterclaim  
14 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment  
15 bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or  
16 counterclaim.  
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19           Upon motion of any party, the Court may, for good cause, extend any of the deadlines set  
20 forth in this Order without further notice to the Class.  
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22           Pending final determination as to whether the Proposed Settlement should be approved, no  
23 Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any  
24 Released Person, whether directly, representatively, or in any capacity, and regardless of whether  
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1 any such Class Member has appeared in the Action.

2 Based upon the above, IT IS SO ORDERED.

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4 DONE IN OPEN COURT this 27<sup>th</sup> day of August, 2021.

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7 GAROLD E. JOHNSON  
8 Superior Court Judge

9 Presented By:

10 Law Offices of STEPHEN M. HANSEN, PS

11 *Stephen M. Hansen*

12 \_\_\_\_\_  
13 STEPHEN M. HANSEN, WSBA #15642  
14 Of Attorneys for Plaintiff

15 Approved for Entry:

16 WILSON SMITH COCHRAN DICKERSON

17 *Chris H. Pierce-Wright*

18 \_\_\_\_\_  
19 CHRIS H. PIERCE-WRIGHT, WSBA # 52815  
20 Of Attorneys for Defendants  
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