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KING COUNTY
SUPERIOR COURT

Honorable Kimberly Prochnau
Hearing Date: July 30, 2013

Without Oral Argument
FILED
KING COUNTY, WASHINGTON

AUG 05 2013

SUPERIOR COURT CLERK
EILEEN L. MCLEOD
DEPUTY

SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

BODY RECOVERY CLINIC LLC, a
Washington Limited Liability Company;
MYSPINE, PS, a Washington professional
services corporation, and VICTORIA JENSEN,
an individual

Plaintiff,

v.

HARTFORD ACCIDENT AND INDEMNITY
COMPANY; HARTFORD CASUALTY
INSURANCE COMPANY; HARTFORD
INSURANCE COMPANY OF THE
MIDWEST; HARTFORD LIFE AND
ACCIDENT COMPANY; HARTFORD
UNDERWRITERS INSURANCE COMPANY,
PROPERTY AND CASUALTY INSURANCE
COMPANY OF HARTFORD, SENTINEL
INSURANCE COMPANY, TRUMBULL
INSURANCE COMPANY, and TWIN CITY
FIRE INSURANCE COMPANY,

Defendants.

CASE NO. 12-2-32265-1 SEA

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

WHEREAS, Plaintiffs, on behalf of themselves and the proposed Settlement Class, and
Defendants, Hartford Accident and Indemnity Company; Hartford Casualty Insurance
Company; Hartford Insurance Company of the Midwest; Hartford Life and Accident Insurance

ORDER PRELIMINARILY APPROVING SETTLEMENT AND
DIRECTING NOTICE TO THE CLASS - 1

ORIGINAL
BRESKIN | JOHNSON | TOWNSEND PLLC
1111 Third Avenue, Suite 2230
Seattle, Washington 98101 Tel: 206-652-8660

1 Company; and Hartford Underwriters Insurance Company; Property and Casualty Insurance
2 Company of Hartford; Sentinel Insurance Company; Trumbull Insurance Company; and Twin
3 City Fire Insurance Company (collectively, "Defendants" or "The Hartford," as defined in the
4 Stipulation of Settlement ("Settlement" or "Agreement")), all acting by and through their
5 respective counsel, have agreed, subject to Court approval following Notice to the Settlement
6 Class, to settle this litigation upon the terms and conditions in the Agreement, filed with the
7 Court on July 22, 2013; and

8 WHEREAS, the Parties have made an application pursuant to Civil Rule 23 for
9 preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

10 WHEREAS, the Court has read and considered the Agreement and the exhibits thereto
11 and has read and considered all other papers filed and proceedings had herein, and is otherwise
12 fully informed, and with good cause appearing,

13 IT IS HEREBY ORDERED:

14 1. This Preliminary Approval Order incorporates by reference the definitions in the
15 Agreement.

16 2. The Court has jurisdiction over the subject matter of this Action and over all
17 Parties to this Action, including all members of the Class and The Hartford.

18 3. The Court preliminarily approves the Settlement, and preliminarily finds the
19 Settlement to be fair, reasonable, and adequate to the Class, but such finding is not to be deemed
20 an admission of liability or fault by The Hartford or by any other person, or a finding of the
21 validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by
22 The Hartford. The Proposed Settlement is not a concession and shall not be used as an
23 admission of any fault or omission by The Hartford or any other person. Neither the terms of the
24 Settlement nor any related document shall be offered or received in evidence in any civil,
25 criminal, or administrative action or proceeding, other than such proceedings which may be
26 necessary to consummate or enforce the terms of the Settlement, except that The Hartford may

1 file this Order in any action that may be brought against it in order to support a defense or
2 counterclaim based on principles of res judicata, collateral estoppel, release, good faith
3 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
4 or similar defense or counterclaim.

5 4. The Court approves, as to form and content, the Notice of Pendency and
6 Proposed Settlement of Class Action ("Class Notice") attached to the Agreement as Exhibit B.

7 5. All dates that are set forth in or that otherwise flow from the Preliminary
8 Approval Order shall be added to the Class Notice before it is mailed to Class Members.

9 6. The Court finds that the Notice set forth in the Agreement constitutes the best
10 Notice practicable under the circumstances, by providing individual Notice to all Class Members
11 who can be identified through reasonable effort, and constitutes valid and sufficient Notice to all
12 persons entitled thereto, complying fully with the requirements of the Washington Rules of Civil
13 Procedure, and the requirements of due process under the Washington and United States
14 Constitutions, and the requirements of any other applicable rules or laws.

15 7. The Notice procedure shall be as set forth below and in the Agreement. Within
16 thirty (30) days of this Order, The Hartford shall cause, via the Class Administrator, Epiq Class
17 Action & Claims Solutions, Inc., which is hereby appointed Class Administrator by the Court,
18 copies of the Class Notice and applicable Claim Form to be mailed to all Class Members in
19 accordance with Part V of the Agreement. The Notice shall be sent only to the Potential Class
20 Members, not to any of their personal counsel, whether known or unknown, in connection with
21 any specific Accident or Covered Treatment.

22 8. All costs and expenses incurred in identifying and providing Notice to Class
23 Members and in administering the Settlement shall be paid by The Hartford as set forth in the
24 Agreement. However, if a Class Notice mailing is returned as undeliverable even after an
25 NCOA Database search, Class Counsel reserves the right, at their own expense, to take
26 additional steps to obtain a valid address to provide to the Class Administrator for re-mailing

1 of the Class Notice. Prior to the Final Settlement Hearing, The Hartford shall file with the
2 Court and serve on Class Counsel proof by declaration or affidavit that it has complied with the
3 Notice requirements described above and in the Agreement.

4 9. Consistent with the Agreement, the Court conditionally approves the following
5 Settlement Class:

6 A. The "Insured/Claimant Subclass" is defined as every Person
7 who, at any time during the Class Period,

8 i) was insured under a Hartford Washington Policy;

9 ii) suffered a Covered Injury and received Covered Treatment for such
10 injury;

11 iii) submitted a Subject Claim or had a Subject Claim submitted on his or
12 her behalf;

13 iv) received from The Hartford as the total payment or reimbursement for
14 all Covered Treatment covered by a single Policy (through payments to himself,
15 to herself, or to others on his or her behalf) a total amount that was less than the
16 applicable PIP or Med Pay limit(s) stated in that Policy;

17 v) and received from The Hartford as payment or reimbursement for at
18 least one Covered Treatment (through payments to himself, to herself, or to others
19 on his or her behalf) an amount that was less than the charge billed for that
20 treatment because The Hartford or one of its agents and/or employees determined,
21 with the aid of a computerized bill-review system including the Ingenix database,
22 that the charge billed for that treatment exceeded the usual, customary, and/or
23 reasonable amount for that treatment; and
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1 vi) the applicable Med Pay or PIP policy limits for the Insured/Sub-class
2 member treated have not been exhausted.

3 B. The "Provider Subclass" is defined as every Person who, during
4 the Class Period,

5 i) provided, in Washington, Covered Treatment to a member of the
6 Insured/Claimant Subclass for a Covered Injury;

7 ii) sought payment for that Covered Treatment under the PIP or Med Pay
8 coverage provided by a Policy;

9 iii) received from The Hartford as payment for that Covered Treatment an
10 amount that was less than the charge billed for that treatment because The
11 Hartford or one of its agents and/or employees determined, with the aid of a
12 computerized bill-review system including the Ingenix database, that the charge
13 billed for that treatment exceeded the usual, customary, or reasonable amount for
14 that treatment; and
15

16 iv) the applicable Med Pay or PIP policy limits for the Insured/Sub-class
17 member treated have not been exhausted.
18

19 10. Excluded from the Class are all Class Counsel, all Released Persons, the Neutral
20 Evaluator, and all directors and officers of The Hartford.

21 11. If final approval of the Proposed Settlement is not obtained, this certification
22 order, including the above description of the Settlement Class, shall be vacated and of no further
23 force or effect.

24 12. The Court appoints Body Recovery Clinic LLC, MySpine PS and
25 Victoria Jensen as Class Representatives, and David Breskin and Roger Townsend, Breskin,
26

1 Johnson & Townsend, 111 Third Avenue, Suite 2230, Seattle, Washington 98101-3213 206-
2 652-8660, as Class Counsel.

3 13. Class Members who wish to object to or exclude themselves from the Settlement
4 must do so in accordance with the Agreement and the instructions contained in the Class Notice.
5 All persons who properly submit requests for exclusion shall not be members of the Class and
6 shall have no rights with respect to the Settlement. All Settlement Class Members who do not
7 validly request exclusion shall be bound by any final judgment and order of dismissal entered
8 pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting
9 any and all of the Released Claims, as defined in the Agreement, against the Released Persons,
10 as defined in the Agreement, and any such Settlement Class Member shall be conclusively
11 deemed to have released any and all such Released Claims.

12 14. Potential Class Members who wish to exclude themselves from the Settlement
13 Class must prepare a written request for exclusion, postmarked not later than 30 days before
14 the date set for the Final Settlement Hearing, which shall be sent to PIP Fee Reduction
15 Settlement, PO Box 3719, Portland, OR 97208-3719. Written requests for exclusion must be
16 signed and include the Potential Class Member's name, address, and telephone number, and
17 expressly state the desire to be excluded from the Settlement Class.

18 15. Any Class Member who has not requested to be excluded from the Class may
19 object and appear and endeavor to show cause, if any, why the Court should or should not: (a)
20 approve the Proposed Settlement as set forth in the Agreement as fair, reasonable and adequate;
21 (b) provide for a class representative award; (c) provide for a fee and cost award to Class
22 Counsel; and (d) enter a Final Order approving the Settlement; provided, however, that no
23 person shall be heard with respect to, or shall be entitled to contest the foregoing matters by
24 objection unless, no later than thirty (30) days prior to the Final Settlement Hearing, that person
25 has properly filed with the Clerk of the Court, and served, in writing, to PIP Fee Reduction
26 Settlement, PO Box 3719, Portland, OR 97208-3719, the following information: (a) a heading

1 which refers to the Action; (b) a statement whether the objector intends to appear at the Final
2 Settlement Hearing, either in person or through counsel, and, if through counsel, identifying
3 counsel by name, address and phone number; (c) a clear and detailed statement of the specific
4 legal and factual bases for each and every objection, and, if through counsel, a statement of
5 authorities in support of the objection; and (d) proof that the objector is in fact a Settlement
6 Class member; provided, however, that an objection also may be entertained on any other
7 basis deemed adequate by the Court. If the Class Member is represented by an attorney law
8 firm, he/she or it must comply with all applicable Washington laws and rules for filing pleadings
9 and documents in Washington courts. Unless otherwise ordered by the Court, any Class Member
10 who does not make his, her, or its objection in the manner provided for herein shall be deemed to
11 have waived such objection and shall forever be foreclosed from making any objection to the
12 foregoing matters.

13 16. A hearing shall be held on November 8, 2013, at 11 a.m., before the Honorable
14 Kimberley Prochnau, King County Superior Court Judge, at the King County Courthouse, 516
15 Third Avenue, Room E-201, Seattle, WA 98104, for the purpose of determining (a) whether the
16 Proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be
17 finally approved by the Court; (b) whether a Final Order approving the Settlement and
18 dismissing the litigation with prejudice and without leave to amend should be entered; (c)
19 whether the Named Plaintiffs should receive class representative fees and in what amount; (d)
20 whether Class Counsel should receive a fees and costs award and in what amount; and (e) such
21 other matters as the Agreement contemplates and as the Court may deem just and proper.

22 17. The Court preliminarily approves the proposed class representative fees for both
23 of the provider class representatives in the amount of \$7,500, \$2,500 for the insured class
24 representative and proposed Class Counsel's attorneys' fee and costs award of up to
25 \$510,727.92, which is 30% of the funds available to be paid to Provider and Insured/Claimant
26 Subclass Members during the class period. The Court finds that these awards are consistent with

1 other amounts similar actions brought by Class Counsel against the Safeco and Progressive
2 Insurance Companies and are within the range of possible approval as fair, reasonable, adequate
3 and in the best interests of the class.

4 18. The Court may adjourn the Final Settlement Hearing from time to time and
5 without further notice. The Court reserves the right to approve the Settlement at or after the
6 Final Settlement Hearing with such modifications as may be consented to by the Parties and
7 without further notice. The Court further reserves the right to enter a Final Order dismissing the
8 action with prejudice as to The Hartford and against the Named Plaintiffs and the Class
9 Members at or after the Final Settlement Hearing and without further notice.

10 19. This Action shall be stayed pending further proceedings in connection with the
11 effectuation of the Settlement.

12 20. Pending final determination as to whether the Settlement should be approved, no
13 Class Member shall commence, prosecute, pursue, or litigate any Released Claims against The
14 Hartford, whether directly, representatively, or in any capacity, and regardless of whether any
15 such Class Member has appeared in the Action.

16 IT IS SO ORDERED

17 DATED: 8/5, 2013

18 
19 Honorable **KIMBERLEY PROCHNAU**
King County Superior Court Judge

20 Presented By:

21 s/ Roger M. Townsend
22 David Breskin, WSBA #10607
23 Roger M. Townsend, WSBA #25525
24 Breskin, Johnson & Townsend
111 Third Avenue, Suite 2230
Seattle, WA 98101-3213
(206) 652-8660

25 Attorneys for Named Plaintiffs
26 & the Class

ORDER PRELIMINARILY APPROVING SETTLEMENT AND
DIRECTING NOTICE TO THE CLASS - 8

BRESKIN | JOHNSON | TOWNSEND PLLC
1111 Third Avenue, Suite 2230
Seattle, Washington 98101 Tel: 206-652-8660

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CERTIFICATE OF SERVICE

I, Jamie Telegin, hereby certify that a true copy of the foregoing was served this 22nd day of July, 2013, to the following attorneys of record in the manner indicated below:

John Silk, WSBA # 15035
Wilson Smith Cochran Dickerson
901 Fifth Avenue, Suite 1700
Seattle, WA 98164-2050
Phone: (206) 623-4100
Email: silk@wcd.com
☐ via Court ECF (*has opted in*),
and:
☒ via email
☒ via messenger
☐ via US Mail
☐ via Fax

Lisa M. Lilly
20 S. Clark St., Suite 410
Chicago, IL 60603
Phone: (312) 781-2100
Email: lm1@lisamlillylaw.com
☐ via Court ECF (*has opted in*),
and:
☒ via email
☐ via messenger
☒ via US Mail
☐ via Fax

Steven Levy
SNR Denton
233 S. Wacker Dr. #7800
Chicago, IL 60606
Phone: (312) 876-7373
Email: steven.levy@snrdenton.com
☐ via Court ECF (*has opted in*),
and:
☒ via email
☐ via messenger
☒ via US Mail
☐ via Fax

/s/ Jamie Telegin
Jamie Telegin, Legal Assistant

ATTACHMENT A

SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

BODY RECOVERY CLINIC LLC, a
Washington Limited Liability Company;
MYSPINE, PS, a Washington professional
services corporation, and VICTORIA JENSEN,
an individual,

Plaintiff,

v.

HARTFORD ACCIDENT AND INDEMNITY
COMPANY; HARTFORD CASUALTY
INSURANCE COMPANY; HARTFORD
INSURANCE COMPANY OF THE
MIDWEST; HARTFORD LIFE AND
ACCIDENT COMPANY; HARTFORD
UNDERWRITERS INSURANCE COMPANY,
PROPERTY AND CASUALTY INSURANCE
COMPANY OF HARTFORD, SENTINEL
INSURANCE COMPANY, TRUMBULL
INSURANCE COMPANY, and TWIN CITY
FIRE INSURANCE COMPANY,

Defendants.

CASE NO. 12-2-32265-1 SEA

NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS
ACTION

TO: PERSONS WHO, BETWEEN MARCH 20, 2007 AND MARCH 14, 2011 (THE "CLASS PERIOD"), (I) WERE INSURED UNDER A HARTFORD WASHINGTON POLICY; (II) SUFFERED A COVERED INJURY AND RECEIVED COVERED TREATMENT FOR SUCH INJURY; (III) SUBMITTED A SUBJECT CLAIM OR HAD A SUBJECT CLAIM SUBMITTED ON HIS OR HER BEHALF; (IV) RECEIVED FROM THE HARTFORD AS THE TOTAL PAYMENT OR REIMBURSEMENT FOR ALL COVERED TREATMENT COVERED BY A SINGLE POLICY (THROUGH PAYMENTS TO HIMSELF, TO HERSELF, OR TO OTHERS ON HIS OR HER BEHALF) A TOTAL AMOUNT THAT WAS LESS THAN THE APPLICABLE PIP OR MED PAY LIMIT(S) STATED IN THAT POLICY; (V) RECEIVED FROM THE HARTFORD AS PAYMENT OR REIMBURSEMENT FOR AT LEAST ONE COVERED TREATMENT (THROUGH PAYMENTS TO HIMSELF, TO HERSELF, OR TO OTHERS ON HIS OR HER BEHALF) AN AMOUNT THAT WAS LESS THAN THE CHARGE BILLED FOR THAT TREATMENT BECAUSE THE HARTFORD OR ONE OF ITS AGENTS AND/OR EMPLOYEES DETERMINED, WITH THE AID OF A COMPUTERIZED BILL-REVIEW SYSTEM INCLUDING THE INGENIX DATABASE, THAT THE CHARGE BILLED FOR THAT TREATMENT EXCEEDED THE USUAL, CUSTOMARY, AND/OR REASONABLE AMOUNT FOR THAT TREATMENT; AND VI) THE APPLICABLE MED PAY OR PIP POLICY LIMITS FOR THE INSURED/SUBCLASS MEMBER TREATED HAVE NOT BEEN EXHAUSTED (INSURED/CLAIMANT SUBCLASS), AND

PERSONS WHO, BETWEEN MARCH 20, 2007 AND MARCH 14, 2011, (THE "CLASS PERIOD") (I) PROVIDED, IN WASHINGTON, COVERED TREATMENT TO A MEMBER OF THE INSURED/CLAIMANT SUBCLASS FOR A COVERED INJURY; (II) SOUGHT PAYMENT FOR

THAT COVERED TREATMENT UNDER THE PIP OR MED PAY COVERAGE PROVIDED BY A HARTFORD POLICY; (III) RECEIVED FROM THE HARTFORD AS PAYMENT FOR THAT COVERED TREATMENT AN AMOUNT THAT WAS LESS THAN THE CHARGE BILLED FOR THAT TREATMENT BECAUSE THE HARTFORD OR ONE OF ITS AGENTS AND/OR EMPLOYEES DETERMINED WITH THE AID OF A COMPUTERIZED BILL-REVIEW SYSTEM INCLUDING THE INGENIX DATABASE, THAT THE CHARGE BILLED FOR THAT TREATMENT EXCEEDED THE USUAL, CUSTOMARY, OR REASONABLE AMOUNT FOR THAT TREATMENT; AND THE APPLICABLE MED PAY OR PIP POLICY LIMITS FOR THE INSURED/SUBCLASS MEMBER TREATED HAVE NOT BEEN EXHAUSTED (PROVIDER SUBCLASS).

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY**

**IF YOU MEET THE CRITERIA SET OUT BELOW AND TIMELY SUBMIT A
VALID CLAIM FORM, YOU MAY BE ELIGIBLE FOR A CASH PAYMENT**

1. Why should I read this Notice?

The purpose of this Notice is to inform you that your rights may be affected by the Proposed Settlement of the above captioned Action. This Notice is issued pursuant to Washington Civil Rule 23 and by order of the Superior Court of King County, Washington. The Notice has been sent only to the Potential Class Members, not to any of their personal counsel, whether known or unknown, in connection with any specific Accident or Covered Treatment.

2. What is the lawsuit about?

This Notice describes the Proposed Settlement of a class action lawsuit concerning alleged violation of Washington law by defendants Hartford Accident and Indemnity Company, incorrectly named as Hartford Accident & Indemnity Company; Hartford Casualty Insurance Company; Hartford Insurance Company of the Midwest, incorrectly named as Hartford Insurance Company The Midwest; Hartford Life and Accident Insurance Company; and Hartford Underwriters Insurance Company; and all related Hartford entities doing business in the state of Washington, namely, Property and Casualty Insurance Company of Hartford, Sentinel Insurance Company, Trumbull Insurance Company, and Twin City Fire Insurance Company (collectively, "The Hartford," as further defined in the Settlement Agreement). The Plaintiffs allege generally that, in violation of Washington state law, The Hartford improperly failed to pay, in whole or in part, medical expense benefits under the Med Pay and/or PIP coverages afforded in the Policies in Washington based on The Hartford's use of a computerized bill-review process, including the Ingenix database, as a tool to assist in the adjustment claims for payment of such benefits.

3. What are the terms of the Settlement Agreement?

Class Members who timely submit a Valid Claim Form are entitled to receive 190% of the difference between the amount of the bills submitted and the amount previously paid by The Hartford, subject to the provisions the Settlement Agreement, and fully subject to and not in excess of the applicable Policy Limits.

If valid claims are made by both a member of the Insured/Claimant Subclass and a member of the Provider Subclass, or by more than one member of the Provider Subclass, for the same medical bill or claim, the competing claims will, unless they are amicably resolved, be submitted to the Neutral Evaluator, who will then determine, in binding fashion, the proper distribution.

The Hartford shall be entitled, in good faith, to make a submission to refute, modify or supplement the Claim submitted by any Class Member. Such a challenge shall, unless amicably resolved, be submitted to the Neutral Evaluator for determination in binding fashion.

4. Who is covered by the case?

On _____ 2013, the Court provisionally certified the following Class, during the time period set forth on Page 1, for settlement purposes (included persons are "Class Members"):

The "Insured/Claimant Subclass" is defined as every Person who, at any time during the Class Period,

- i) was insured under a Hartford Washington Policy;
- ii) suffered a Covered Injury and received Covered Treatment for such injury;
- iii) submitted a Subject Claim or had a Subject Claim submitted on his or her behalf;
- iv) received from The Hartford as the total payment or reimbursement for all Covered Treatment covered by a single Policy (through payments to himself, to herself, or to others on his or her behalf) a total amount that was less than the applicable PIP or Med Pay limit(s) stated in that Policy;
- v) received from The Hartford as payment or reimbursement for at least one Covered Treatment (through payments to himself, to herself, or to others on his or her behalf) an amount that was less than the charge billed for that treatment because The Hartford or one of its agents and/or employees determined, with the aid of a computerized bill-review system including the Ingenix database, that the charge billed for that treatment exceeded the usual, customary, and/or reasonable ("UCR") amount for that treatment; and
- vi) the applicable Med Pay or PIP policy limits for the Insured/Subclass member treated have not been exhausted.

The "Provider Subclass" is defined as every Person who, during the Class Period,

- i) provided, in Washington, Covered Treatment to a member of the Insured/Claimant Subclass for a Covered Injury;
- ii) sought payment for that Covered Treatment under the PIP or Med Pay coverage provided by a Policy;
- iii) received from The Hartford as payment for that Covered Treatment an amount that was less than the charge billed for that treatment because The

Hartford or one of its agents and/or employees determined, with the aid of a computerized bill-review system including the Ingenix database, that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment; and

iv) the applicable Med Pay or PIP policy limits for the Insured/Subclass member treated have not been exhausted

To be excluded from the class, you must follow the "opt out" procedure described in this Notice.

5. How do I make a claim?

A Claim Form is provided with this Notice. You are only required to provide a claim form with an affirmation that you are owed an amount of money by Hartford. You must fully complete the Claim Form and mail it to the Claims Administrator at the address listed on the form. In order to be eligible, the completed Claim Form must be postmarked not later than _____, 2014.

6. Do I need to do anything to participate or can I exclude myself from the Class?

Yes. If you wish to participate in the Settlement, you must submit a Claim Form as provided in the previous paragraph. Your Claim will then be resolved and paid, if valid, upon approval of the Settlement and within the time frames specified therein. You will not be charged anything individually to remain in the Class.

If you fit the class description but do not file a claim, you will not receive the benefits of the Settlement, but will still be bound by any final judgment entered, including the Release of your claims, and will be permanently enjoined from prosecuting any of the Released Claims (as such term is defined below) in this matter at any time in the future.

Notwithstanding the preceding paragraph, you may "opt out" of the Class by using the procedure described below. If you elect to opt out, the Court will exclude you from this case and you will not receive any payment in this case. If you validly opt out, you will also not be bound by this Settlement or any final judgment entered in the case.

To opt out, send a letter addressed to PIP Fee Reduction Settlement, PO Box 3719, Portland, OR 97208-3719. The letter should state your name, address, and telephone number, should state that you do not wish to be a member of the Class and are "opting out," and should be signed by the person who is opting out. The letter must be postmarked no later than _____, 2013.

7. Who represents the Class?

For purposes of the Settlement, the Named Plaintiffs, Body Recovery Clinic LLC, MySpine PS and Victoria Jensen, have been designated by the Court as the Class Representatives. The Class is represented by the following attorneys ("Class Counsel"):

David Breskin and Roger Townsend
Breskin, Johnson & Townsend

111 Third Avenue, Suite 2230
Seattle, WA 98101-3213
(206) 652-8660
www.bjtlegal.com

Additional case documents, a copy of this notice, a claim form, and a copy of the preliminary approval order can be found at www.bjtlegal.com/PIPfeereductionClassAction.

8. Reasons for the Settlement.

The Named Plaintiffs and Class Counsel support the Settlement Agreement because it provides for prompt, efficient, and fair relief. In ultimately deciding to recommend this Settlement, Class Counsel considered the relative risks and benefits to the Class of settlement or continuing litigation. Class Members incur no risk or cost in obtaining the relief provided for in the Settlement.

While The Hartford has agreed to the terms of this Settlement, The Hartford has denied and continues to deny liability on each and every claim asserted by the Named Plaintiffs. More specifically, The Hartford has denied and continues to deny all charges of wrongdoing or liability, on any theory, arising out of any conduct, statements, acts or omissions of The Hartford or its employees, agents or representatives, in connection with the Action. The Hartford has denied and continues to deny any assertion that the Named Plaintiffs or Settlement Class Members suffered any damages that were proximately caused by any act or omission of The Hartford or its employees, agents or representatives, or that a Class Action would otherwise be proper in this case.

9. Who pays the attorneys' fees and costs?

At the Fairness Hearing set for November 8, 2013 at 11:00 a.m., Class Counsel will seek Court approval for an attorneys' fee and cost award not to exceed \$510,727.92, which is 30% of the funds available to be paid to Class Members. Any fees and cost award will be paid separately by The Hartford, and will not reduce or diminish the amounts paid to Class Members.

Subject to Court approval, The Hartford has also agreed to pay class representative fees of up to \$7,500 for each Provider Named Plaintiff, and up to \$2,500 for the Insured/Claimant Named Plaintiff, for their time, effort and risk in prosecuting this Action. These payments are in addition to and will not reduce or diminish the amounts paid to Class Members.

10. Settlement approval procedure.

The Court will hold a Fairness Hearing on November 8, 2013 at 11:00 a.m., in the Courtroom of the Honorable Kimberley Prochnau in Seattle, Washington. The address of the Court is King County Courthouse, 516 3rd Avenue, Seattle, Washington, Courtroom No. E-201. At the Fairness Hearing, the Court will consider whether the Proposed Settlement should be granted final approval as fair, adequate, and reasonable and in the best interests of the Class as a whole. The Court will also consider the request of Class Counsel for an award of attorneys' fees

and costs and the proposed class representative payments by The Hartford. You may attend this hearing if you wish, but are not required to do so in order to participate in the Settlement.

If you decide to opt out of the Class, you are not entitled to object to the Proposed Settlement. If you decide to remain in the Class, and you wish to object to any aspect of the Settlement, you may do so, provided that you submit your objections, in writing, to the Court, at _____, and to PIP Fee Reduction Settlement, PO Box 3719, Portland, OR 97208-3719, not later than thirty (30) days before the Fairness Hearing.:

If you wish to appear at the Fairness Hearing and be heard orally in objecting to the Settlement, you may do so if you file with the Clerk of the Court, and send to the address listed above, a written notification of your desire to appear personally, indicating briefly the nature of your intended objection. Such notice must be postmarked not later than thirty (30) days before the Fairness Hearing.

If you intend to object to the Settlement, you must submit in writing the following information: (a) a heading which refers to the Action; (b) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying that counsel by name, address and phone number; (c) a clear and detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a statement of authorities in support of the objection; and (d) proof that the objector is in fact a Settlement Class member; provided, however, that an objection also may be entertained on any other basis deemed adequate by the Court. Any Class Member who does not so request to object waives the right to do so in the future, and shall be forever barred from making any objection to the Proposed Settlement. If the Class Member is represented by an attorney, he/she or it must comply with all applicable Washington laws and rules for filing pleadings and documents in Washington courts.

11. Effect of Settlement Approval, including Release of All Claims.

Unless you exclude yourself from the Class in the manner set forth herein, if the Final Judgment and Order Approving Settlement is entered by the Court, you shall be deemed to have given The Hartford, and any of its past, present or future officers, stockholders, directors, agents, employees and/or independent contractors and/or any other successors, assigns, or legal representatives thereof (the "Released Persons") a General Release. Under this General Release, you, your heirs, executors, administrators successors and assigns shall release, waive, withdraw, retract and forever discharge any and all Unknown Claims, known claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses or losses, losses or damages (whether actual, consequential, treble, statutory and/or punitive or exemplary or other) for or arising out of the acts alleged or which are or could have been alleged by the Named Plaintiffs or the Potential Class Members in this Action and which relate in any way to the theory that, during the Class Period, Hartford violated Washington law by failing to pay all reasonable and necessary medical expenses under Washington State Medical Payments (Med Pay) or Personal Injury Protection (PIP) insurance policy provisions based solely on a reasonable fee geo-zip reduction using the Ingenix database, including, but not limited to, statutory and non-statutory attorneys' fees; unjust enrichment;

breach of contract; breach of any covenant of good faith and/or fair dealing; preclusion; overcharges; fraudulent inducement; fraud; misrepresentation; deception; consumer fraud; antitrust; defamation; tortious interference with contract or business expectations; Racketeer Influenced and Corrupt Organizations Act violations; violations the Washington Consumer Protection Act, the Washington Insurance Fair Conduct Act, or any consumer protection act; unfair claims settlement practices; conversion; punitive damages; interest; injunctive relief; declaratory judgment; costs; unfair trade practices; unfair insurance practices; unfair competition; deceptive practices; statutory violations; regulatory violations; unfair business practices; breach of fiduciary duty; mental or emotional distress and/or bad faith (collectively "Released Claims"). "Unknown Claims" means any claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to claims that Harford violated Washington law by failing to pay all reasonable and necessary medical expenses under Washington State Washington State Medical Payments (Med Pay) or Personal Injury Protection (PIP) insurance policy provisions based solely on a reasonable fee geo-zip reduction using the Ingenix database, as to any of the Released Claims, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by the Stipulation and related to Medical Payments or Personal Injury Protection benefits as defined in the Stipulation, to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protections.

If the Settlement is not approved by the Court, the case will proceed as active litigation. If there are further actions that are taken in this lawsuit that affect your rights, you will receive notice as ordered by the Court.

12. Where do I get additional information?

The foregoing is only a summary of the circumstances surrounding the lawsuit, the claims asserted, the Proposed Settlement, and related matters. You may seek the advice and guidance of Class Counsel, or of your own private attorney at your own expense if you desire.

For more detailed information, you may review the pleadings, records, and other papers on file in this lawsuit, which may be inspected during regular business hours at the Clerk's Office, Superior Court of King County, Washington. In addition, you can obtain further information by writing to PIP Fee Reduction Settlement, PO Box 3719, Portland, OR 97208-3719 or by calling the following toll-free number: (877) 879-5074. Copies of the Settlement Agreement are also available from Class Counsel. If you wish to communicate with Class Counsel, you may do so by phoning, writing to or e-mailing Class Counsel at the number and/or addresses listed on Page 3. Please do not contact The Hartford regarding this Settlement.

ALSO, PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

Dated: _____, 2013

Clerk, King County Superior Court

ATTACHMENT B

**BODY RECOVERY v. HARTFORD - INSURED/CLAIMANT SUBCLASS CLAIM
FORM**

MAIL THE COMPLETED FORM NO LATER THAN _____, 2014, TO:

[Address to be provided by Epiq]

XXXXXXXXXXXXX

XXXXXXX

XXXXXXXXXXXXX

XXXXXXX

Make Sure You Sign and Date this Claim Form

PRINT LEGIBLY

Name (mandatory): _____

Mailing Address (mandatory):

Street: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Social Security Number (mandatory) _____.

AFFIRMATION

(mandatory)

I swear under penalty of perjury under the laws of the State of Washington that I have read the Notice and this Claim Form, and that I believe I am owed an amount of money by The Hartford pursuant to the terms of this Settlement.

Dated: _____, 201_

Signature

BODY RECOVERY v. HARTFORD - PROVIDER SUBCLASS CLAIM FORM

MAIL THE COMPLETED FORM NO LATER THAN _____, 2014, TO:

[Address to be provided by Epiq]

XXXXXXXXXXXXX
XXXXXXX
XXXXXXXXXXXXX
XXXXXXX

Make Sure You Sign and Date this Claim Form

PRINT LEGIBLY

Name (mandatory): _____

Mailing Address (mandatory):

Street: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Tax Identification Number (mandatory) _____.

AFFIRMATION

(mandatory)

I swear under penalty of perjury under the laws of the State of Washington that I have read the Notice and this Claim Form, and that I believe I am owed an amount of money by The Hartford pursuant to the terms of this Settlement.

Dated: _____, 201__

Signature