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SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

STAN SCHIFF, M.D., Ph.D., and class of  
similarly situated Washington health care  
providers,  
  
Plaintiff,  
  
v.  
  
MAPFRE INS. GRP., d/b/a AMERICAN  
COMMERCE INSURANCE COMPANY and  
AMERICAN COMMERCE INSURANCE  
COMPANY WEST, a/k/a, COMMERCE WEST  
INSURANCE COMPANY, foreign insurance  
companies,  
  
Defendants.

NO. 14-2-11309-9SEA

ORDER PRELIMINARILY APPROVING  
SETTLEMENT AND DIRECTING  
NOTICE TO THE CLASS, AND  
SETTING DATE FOR FAIRNESS  
HEARING [PROPOSED]

WHEREAS, Plaintiff, Dr. Stan Schiff, M.D., Ph. D., and Defendants, MAPFRE U.S.A.  
Corp., American Commerce Insurance Company and Commerce West Insurance Company  
(collectively, "Defendants" or "MAPFRE," as defined in the Settlement Agreement), all acting  
by and through their respective counsel, have agreed, subject to Court approval following Notice  
to the Settlement Class, to settle this litigation upon the terms and conditions in the Stipulation  
of Settlement ("Agreement" or "Settlement"), filed with the Court on October 17, 2014; and

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

ORDER PRELIMINARILY APPROVING SETTLEMENT,  
DIRECTING NOTICE TO THE CLASS, AND SETTING DATE FOR  
FAIRNESS HEARING - 1

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

4           IT IS HEREBY ORDERED:

5           1.       This Preliminary Approval Order incorporates by reference the definitions in the  
6 Agreement.

7           2.       The Court has jurisdiction over the subject matter of this Action and over all  
8 Parties to this Action, including all members of the Class and MAPFRE.

9           3.       The Court preliminarily approves the Settlement and preliminarily finds the  
10 Settlement to be fair, reasonable, and adequate to the Class, but such finding is not to be deemed  
11 an admission of liability or fault by MAPFRE or by any other person, or a finding of the validity  
12 of any claims asserted in the Action or of any wrongdoing or of any violation of law by  
13 MAPFRE. The Proposed Settlement is not a concession and shall not be used as an admission of  
14 any fault or omission by MAPFRE or any other person. Neither the terms of the Settlement nor  
15 any related document shall be offered or received in evidence in any civil, criminal, or  
16 administrative action or proceeding, other than such proceedings which may be necessary to  
17 consummate or enforce the terms of the Settlement, except that MAPFRE may file this Order in  
18 any action that may be brought against it in order to support a defense or counterclaim based on  
19 principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or  
20 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
21 counterclaim.

22           4.       The Court approves, as to form and content, the Notice of Pendency and  
23 Proposed Settlement of Class Action (“Class Notice”) attached to the Agreement as Exhibit B.

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

26           ORDER PRELIMINARILY APPROVING SETTLEMENT,  
              DIRECTING NOTICE TO THE CLASS, AND SETTING DATE FOR  
              FAIRNESS HEARING - 2

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

7           7.       The Notice procedure shall be as set forth below and in the Agreement. Within  
8 thirty (30) days of this Order, MAPFRE shall cause copies of the Class Notice and applicable  
9 Claim Form to be mailed to all Class Members in accordance with Part V of the Agreement.  
10 The Notice shall be sent only to the Potential Class Members, not to any of their personal  
11 counsel, whether known or unknown, in connection with any specific Accident or Covered  
12 Treatment.

13           8.       All costs and expenses incurred in identifying and providing Notice to Class  
14 Members and in administering the Settlement shall be paid by MAPFRE as set forth in the  
15 Agreement. However, if a Class Notice mailing is returned as undeliverable even after an  
16 NCOA Database search, Class Counsel reserves the right, at their own expense, to take  
17 additional steps to obtain a valid address to provide to the Class Administrator for re-mailing  
18 of the Class Notice. Prior to the Final Settlement Hearing, MAPFRE shall file with the Court  
19 and serve on Class Counsel proof by declaration or affidavit that it has complied with the Notice  
20 requirements described above and in the Agreement.

21           9.       Consistent with the Agreement, the Court conditionally approves the following  
22 Settlement Class:

23           All Washington health care providers who from April 22, 2010 to July 2, 2014:

24           (i) provided Covered Treatment, in Washington, to a person insured by MAPFRE

25           U.S.A. Corp. and its affiliates American Commerce Insurance Company and  
26

1 Commerce West Insurance Company, for a Covered Injury, (ii) sought payment  
2 for that Covered Treatment under the Personal Injury Protection (“PIP”) coverage  
3 provided by a policy issued by MAPFRE U.S.A. Corp., American Commerce  
4 Insurance Company or Commerce West Insurance Company; (iii) received  
5 payment of an amount that was less than the charge billed for that treatment based  
6 solely on a UCR80 explanation code, and the applicable PIP Policy Limits for the  
7 person treated have not been exhausted.

9 10. Excluded from the Class are all Class Counsel, all Released Persons, the Neutral  
10 Evaluator, and all directors and officers of MAPFRE.

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

14 12. The Court appoints Dr. Stan Schiff as Class Representative, and David Breskin  
15 and Roger Townsend, Breskin, Johnson & Townsend, 1000 Second Avenue, Suite 3670, Seattle,  
16 Washington 98104, 206-652-8660, as Class Counsel.

17 13. Class Members who wish to object to or exclude themselves from the Settlement  
18 must do so in accordance with the Agreement and the instructions contained in the Class Notice.  
19 All persons who properly submit requests for exclusion shall not be members of the Class and  
20 shall have no rights with respect to the Settlement. All Settlement Class Members who do not  
21 validly request exclusion shall be bound by any final judgment and order of dismissal entered  
22 pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting  
23 any and all of the Released Claims, as defined in the Agreement, against the Released Persons,  
24 as defined in the Agreement, and any such Settlement Class Member shall be conclusively  
25 deemed to have released any and all such Released Claims.

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ORDER PRELIMINARILY APPROVING SETTLEMENT,  
DIRECTING NOTICE TO THE CLASS, AND SETTING DATE FOR  
FAIRNESS HEARING - 4

4849-6016-9759.01  
65450.00001

1           14.     Potential Class Members who wish to exclude themselves from the Settlement  
2 Class must prepare a written request for exclusion, postmarked not later than 20 days before  
3 the date set for the Final Settlement Hearing, which shall be sent to Class Counsel and  
4 MAPFRE at Claims Dept./Claim Support Services – CG04, The Commerce Insurance  
5 Company, 11 Gore Rd., Webster, MA 01570-9966. Written requests for exclusion must be  
6 signed and include the Potential Class Member’s name, address, and telephone number, and  
7 expressly state the desire to be excluded from the Settlement Class.

8           15.     Any Class Member who has not requested to be excluded from the Class may  
9 object and appear at the Final Settlement Hearing and endeavor to show cause, if any, why the  
10 Court should or should not: (a) approve the Proposed Settlement as set forth in the Agreement  
11 as fair, reasonable and adequate; (b) provide for a class representative award; (c) provide for a  
12 fee and cost award to Class Counsel; and (d) enter a Final Order approving the Settlement;  
13 provided, however, that no person shall be heard with respect to, or shall be entitled to contest  
14 the foregoing matters by objection unless, no later than thirty (30) days prior to the Final  
15 Settlement Hearing, that person has properly filed with the Clerk of the Court, and served, in  
16 writing, to Claims Dept./Claim Support Services – CG04, The Commerce Insurance  
17 Company, 11 Gore Rd., Webster, MA 01570-9966, the following information: (a) a heading  
18 which refers to the Action; (b) a statement whether the objector intends to appear at the Final  
19 Settlement Hearing, either in person or through counsel, and, if through counsel, identifying  
20 counsel by name, address and phone number; (c) a clear and detailed statement of the specific  
21 legal and factual bases for each and every objection, and, if through counsel, a statement of  
22 authorities in support of the objection; and (d) proof that the objector is in fact a Settlement  
23 Class member; provided, however, that an objection also may be entertained on any other  
24 basis deemed adequate by the Court. If the Class Member is represented by an attorney or law  
25 firm, he/she or it must comply with all applicable Washington laws and rules for filing pleadings

26 and documents in Washington courts. Unless otherwise ordered by the Court, any Class  
ORDER PRELIMINARILY APPROVING SETTLEMENT,  
DIRECTING NOTICE TO THE CLASS, AND SETTING DATE FOR  
FAIRNESS HEARING - 5

1 Member who does not make his, her, or its objection in the manner provided for herein shall be  
2 deemed to have waived such objection and shall forever be foreclosed from making any  
3 objection to the foregoing matters.

4 16. A hearing shall be held on 2/6, 2015 at 9:00 a.m./p.m., before the  
5 Honorable Tanya Thorp, King County Superior Court Judge, at the King County Courthouse,  
6 516 3rd Ave, Courtroom E-209, Seattle, WA 98104, for the purpose of determining (a) whether  
7 the Proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and  
8 should be finally approved by the Court; (b) whether a Final Order approving the Settlement and  
9 dismissing the litigation with prejudice and without leave to amend should be entered; (c)  
10 whether the Named Plaintiff should receive a class representative fee and in what amount; (d)  
11 whether Class Counsel should receive a fees and costs award and in what amount; and (e) such  
12 other matters as the Agreement contemplates and as the Court may deem just and proper.

13 17. The Court preliminarily approves the proposed class representative fee in the  
14 amount of \$3,500 and Class Counsel's attorneys' fee and costs award of up to \$68,000 which is  
15 approximately 25% of the funds available to be paid to Provider Class Members during the class  
16 period. The Court finds that these awards are consistent with other amounts similar actions  
17 brought by Class Counsel against the Safeco, Progressive, Allstate, and Hartford Insurance  
18 Companies and are within the range of possible approval as fair, reasonable, adequate and in the  
19 best interests of the class.

20 18. The Court may adjourn the Final Settlement Hearing from time to time and  
21 without further notice. The Court reserves the right to approve the Settlement at or after the  
22 Final Settlement Hearing with such modifications as may be consented to by the Parties and  
23 without further notice. The Court further reserves the right to enter a Final Order dismissing the  
24 action with prejudice as to MAPFRE and against the Named Plaintiff and the Class Members at  
25 or after the Final Settlement Hearing and without further notice.

26  
ORDER PRELIMINARILY APPROVING SETTLEMENT,  
DIRECTING NOTICE TO THE CLASS, AND SETTING DATE FOR  
FAIRNESS HEARING - 6



# ATTACHMENT A

SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

STAN SCHIFF, M.D., Ph.D., and class of  
similarly situated Washington health care  
providers,

Plaintiff,

v.

MAPFRE INS. GRP., d/b/a AMERICAN  
COMMERCE INSURANCE COMPANY and  
AMERICAN COMMERCE INSURANCE  
COMPANY WEST, a/k/a, COMMERCE  
WEST INSURANCE COMPANY, foreign  
insurance companies,

Defendants.

CASE NO. 14-2-11309-9 SEA

NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF CLASS  
ACTION

TO: ALL WASHINGTON HEALTH CARE PROVIDERS WHO FROM APRIL 22, 2010 TO JULY 2, 2014: (I) PROVIDED COVERED TREATMENT, IN WASHINGTON, TO A PERSON INSURED BY MAPFRE U.S.A. CORP AND ITS AFFILIATES AMERICAN COMMERCE INSURANCE COMPANY AND COMMERCE WEST INSURANCE COMPANY, FOR A COVERED INJURY, (II) SOUGHT PAYMENT FOR THAT COVERED TREATMENT UNDER THE PERSONAL INJURY PROTECTION ("PIP") COVERAGE PROVIDED BY A POLICY ISSUED BY MAPFRE U.S.A. CORP, AMERICAN COMMERCE INSURANCE COMPANY OR COMMERCE WEST INSURANCE COMPANY; (III) RECEIVED PAYMENT OF AN AMOUNT THAT WAS LESS THAN THE CHARGE BILLED FOR THAT TREATMENT BASED SOLELY ON A UCR80 EXPLANATION CODE, AND THE APPLICABLE PIP POLICY LIMITS FOR THE PERSON TREATED HAVE NOT BEEN EXHAUSTED.

**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 MAPFRE U.S.A. Corp. d/b/a MAPFRE Insurance and its affiliates American Commerce Insurance Company and Commerce West Insurance Company (collectively, "MAPFRE," as further defined in the Stipulation of Settlement). The plaintiff alleges generally that, in violation of Washington state law, MAPFRE improperly failed to pay, in whole or in part, medical expense benefits under the PIP coverage afforded in the policies in Washington based on MAPFRE's use of a computerized bill-review process as a tool to assist in the adjustment claims for payment of such benefits.

### **3. What are the terms of the Stipulation of Settlement?**

Class Members who timely submit a Valid Claim Form are entitled to receive 170% of the difference between the amount of certain bills submitted and the amount previously paid by MAPFRE, subject to the provisions the Stipulation of Settlement, and fully subject to and not in excess of the applicable Policy Limits.

MAPFRE 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 on written submission in binding fashion. The Neutral Evaluator may award a Class Member any amount between zero and the full amount of the Claim, subject to and not in excess of the applicable Policy Limit, based on the Claim Form(s) submitted, but MAPFRE may only be required to pay the total amount of a UCR Reduction for a particular line item on a particular bill once, regardless of the number of Class Members who make a claim as to that UCR Reduction.

### **4. Who is covered by the case?**

On \_\_\_\_\_, 2014, the Court provisionally certified the following Class, during the time period set forth on Page 1, for settlement purposes (included persons are "Class Members"):

All Washington health care providers who from April 22, 2010 to July 2, 2014: (i) provided Covered Treatment, in Washington, to a person insured by MAPFRE U.S.A. Corp. and its affiliates American Commerce Insurance Company and Commerce West Insurance Company, for a Covered Injury, (ii) sought payment for that Covered Treatment under the Personal Injury Protection ("PIP") coverage provided by a policy issued by MAPFRE U.S.A. Corp., American Commerce Insurance Company or Commerce West Insurance Company; (iii) received payment of an amount that was less than the charge billed for that treatment based solely on a UCR80 explanation code, and the applicable PIP Policy Limits for the person 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 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 \_\_\_\_\_, 2015.

**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 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 Claims Dept./Claim Support Services – CG04, The Commerce Insurance Company, 11 Gore Rd., Webster, MA 01570-9966. 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 \_\_\_\_\_, 2015.

**7. Who represents the Class?**

For purposes of the Settlement, the Named Plaintiff, Stan Schiff, M.D., Ph. D., has been designated by the Court as the Class Representative. The Class is represented by the following attorneys (“Class Counsel”):

David Breskin and Roger Townsend  
Breskin, Johnson & Townsend  
1000 Second Avenue, Suite 3670  
Seattle, WA 98104 (206) 652-8660  
www.bjtlegal.com

**8. Reasons for the Settlement.**

The Named Plaintiff and Class Counsel support the Stipulation of Settlement 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 MAPFRE has agreed to the terms of this Settlement, MAPFRE has denied and continues to deny liability on each and every claim asserted by the Named Plaintiff. More specifically, MAPFRE 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 MAPFRE or its employees, agents or representatives, in connection with the Action. MAPFRE has denied and continues to deny any assertion that the Named Plaintiff or Settlement Class Members suffered any damages that were proximately caused by any act or omission of MAPFRE 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 \_\_\_\_\_, 2015 at \_\_\_\_\_ a.m./p.m., Class Counsel will seek Court approval for an attorneys' fee and cost award not to exceed 25% of 170% of the UCR Reductions. The total UCR Reductions are presently estimated to be \$163,385.34. Any fees and cost award will be paid separately by MAPFRE, and will not reduce or diminish the amounts paid to Class Members.

Class Counsel will also seek approval of a class representative fee of up to \$3,500 for Plaintiff Dr. Schiff, which MAPFRE has agreed not to contest, for his time, effort and risk in prosecuting this Action. This payment is 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 \_\_\_\_\_, 2015 at \_\_\_\_\_ a.m./p.m., in the Courtroom of \_\_\_\_\_ in Seattle, Washington. The address of the Court is King County Superior Court, 516 3rd Ave, Seattle, Washington, Courtroom No. \_\_\_\_\_. 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 payment by MAPFRE. 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 Claims Dept./Claim Support Services – CG04, The Commerce Insurance Company, 11 Gore Rd., Webster, MA 01570-9966, 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 MAPFRE, its affiliates, subsidiaries, and assigns, 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 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 Plaintiff or the Potential Class Members in this Action which relate in any way to the theory that, during the Class Period, MAPFRE violated Washington law by failing to pay all reasonable and necessary medical expenses under Washington State PIP insurance policies based solely on a reasonable fee geo-zip reduction using a computerized database of charges to adjust the claim (referred to as a "UCR 80" explanation code reduction) 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; premium 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 of 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. The "Released Claims" do not include personal injury claims, but only to the extent such claims do not encompass a claim that MAPFRE paid less than the full amount billed for reasonable and necessary medical treatment based on medical bill review based solely on a reasonable fee geo-zip reduction using a computerized database of charges to adjust the claim, referred to as a "UCR 80" explanation code reduction.

"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 any matter covered by the Stipulation, 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 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. For purposes of the Settlement, the Parties are also waiving any and all rights they may have under or pursuant to: (i) the provisions of Section 1542 of the Civil Code of the State of California and/or (ii) the provisions of any similar statutory, regulatory or common law of any state or of the United States. Section 1542 of Civil Code of the State of California provides:

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

The exact release language and the definition of Released Parties, Releasing Parties, Settled Class Claims and Unknown Class Claims in the Settlement Agreement are far more detailed, and you may want or need to consider them before making your decision about participating in the Settlement. Likewise, much more detail about all of the Settlement provisions and definitions of key terms (including capitalized terms in this Notice) are contained in the full Settlement Agreement.

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, a website has been set up at <http://bjtlegal.com/MAPREReasonableFeeSettlement/>, which contains this Notice, the Stipulation of Settlement and other information. You can also obtain copies of these materials by writing to Claims Dept./Claim Support Services – CG04, The Commerce Insurance Company, 11 Gore Rd., Webster, MA 01570-9966 or by calling \_\_\_\_\_.

If you wish to communicate with Class Counsel, you may do so by phoning or writing to Class Counsel at the number and/or addresses listed on Page 3. Please do not contact MAPFRE with questions regarding this action or the Settlement.

**ALSO, PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.**

Dated: \_\_\_\_\_, 2014

Clerk, King County Superior Court

ATTACHMENT B

**SCHIFF v. AMERICAN COMMERCE - CLAIM FORM**

MAIL THE COMPLETED FORM NO LATER THAN \_\_\_\_\_, 2015, TO:

Claims Dept./Claim Support Services – CG04  
The Commerce Insurance Company  
11 Gore Rd.  
Webster, MA 01570-9966

**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 MAPFRE pursuant to the terms of this Settlement.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Signature