

**SUPERIOR COURT OF PIERCE COUNTY, WASHINGTON**

**You received this Notice because you had a LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY auto insurance policy in Washington and received payment to cover damage to your vehicle caused by an accident on or after November 7, 2016, and you may be able to get a payment from this class action settlement for “Diminished Value.”**

*The Pierce County (Tacoma) Washington Superior Court authorized this Notice.*

*This is not a solicitation from a lawyer.*

**Please Read This Notice and The Enclosed Yellow Claim Form Carefully**

- Subject to Court approval, the Settlement will provide up to \$571,200 (less legal fees and costs) to pay claims for those who properly submit Claim Forms by February 3, 2025.
- The Settlement affects the rights of all LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY Washington auto insureds who received payment under their uninsured/underinsured motorist property damage (UIM PD) coverage for property damage to their insured vehicles between November 7, 2016 and July 19, 2024, and meet certain other requirements set forth in Question 5 below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM (BY FEBRUARY 3, 2025)</b>	This is the only way to get a payment. A Claim Form is enclosed with this Notice.
<b>EXCLUDE YOURSELF (BY NOVEMBER 20, 2024)</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY about the legal issues in this case.
<b>OBJECT (BY NOVEMBER 20, 2024)</b>	Write to the Court about why you don't like 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.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options, **and the deadlines to exercise them**, are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve this Settlement. Payments will be made to those who submit valid claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## BASIC INFORMATION

### 1. Why did I get this Notice?

You were sent this Notice and the enclosed Claim Form (or Claim Forms, if you had multiple accidents) because the records of LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY show that you were an insured of LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY with a Washington auto policy and received payment under your uninsured/underinsured motorists physical damage coverage (“UIM PD coverage”) for property damage to your insured vehicle for an accident occurring between November 7, 2016 and July 19, 2024 and that you may meet certain other requirements (set forth in Question 5, below).

The Court authorized this Notice because you have the right to know about a proposed Settlement of this class action, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, payments will be made to those who qualify.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Pierce County Superior Court for the State of Washington, and the case is known as *Redmond/Dowds v. Liberty Mutual Fire Insurance Company, et al.*, Case No. 22-2-10005-8. The people who brought this suit (Ms. Redmond and Mr. Dowds) are called “Plaintiffs” or “Class Representatives,” and LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY are called the “Defendants.”

### 2. What is this lawsuit about?

In the lawsuit, Plaintiffs claim 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.” Plaintiffs allege that LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY failed to pay for this type of loss under their Washington insurance policy’s UIM PD coverage, and that such an alleged failure to pay is a breach of their automobile insurance contract.

LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY deny that they did anything wrong, and maintain that they have complied with and exceeded their obligations under their insurance policies and Washington law. The Parties, however, have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of continued litigation.

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives (here, Mr. Redmond and Mr. Dowds) 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. Pierce County Superior Court Judge Stanley J. Rumbaugh is in charge of this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement, which, if approved, brings the litigation to an end. That way, Plaintiffs and LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY avoid the cost, delay, and uncertainty of a trial, and the Class Members will get payments. Plaintiffs and Class Counsel think the Settlement is best for the Class Members.

You are eligible to receive money from this Settlement if you are a Class Member and you submit a valid Claim Form (explained in more detail in Questions 5-7, below).

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

You are a member of the Class if:

1. LIBERTY MUTUAL FIRE INSURANCE COMPANY and/or LM GENERAL INSURANCE COMPANY paid to have your insured vehicle repaired under the UIM PD provision of a Washington auto policy; and
2. your covered accident was between November 7, 2016 and July 19, 2024; and
3. the repair estimate on your vehicle (including any supplements) totaled at least \$1,000, and the amount paid by LIBERTY MUTUAL FIRE INSURANCE COMPANY and/or LM GENERAL INSURANCE COMPANY (plus the applicable deductible) for physical damage to your vehicle was at least \$1,000; and
4. 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
5. 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 or was not listed as a covered vehicle on the insurance policy, (b) your vehicle was declared a total loss, (c) you are currently employed by LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY, or (d) you are the assigned judge, the judge's staff, or their family members.

If you still have questions about whether you're a Class Member, you can call the Claims Administrator toll-free at 1-888-726-1291 or send an email to [admin@LMDVSettlement.com](mailto:admin@LMDVSettlement.com) for more information. You are not required to pay anyone to assist you in filing a claim or obtaining information about the Settlement.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 6. How much will my payment be?

At this point, we don't know how much anyone's individual payment will be. Each Class Member who submits a timely, 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 by taking the portion of the Settlement payable to Class Members (i.e., \$571,200 minus attorneys' fees and costs and service award payments to the Class Representatives) and multiplying it by the fraction that the Class Member's individual repair costs is to the Class's total repair costs.

Not everyone who receives this Notice will be eligible for payment. For example, there is no payment under this Settlement if your vehicle repair was limited to glass repair or replacement, tire replacement, sound systems repair or replacement, or any combination of those. Also, when a vehicle has been in a previous accident, the payment will be reduced by one-half. The average payment for qualified Class Members will be greater than \$500 per Class Member, but your payment (if you qualify) may be more or less than that figure. You can receive a payment under the Settlement only if you submit a valid Claim Form according to the requirements set forth in Question 7, below. You can find more details about the calculation of settlement payments in Paragraphs 37-42 of the Parties' settlement agreement, or "Stipulation of Settlement," which is available on the Settlement website, [www.LMDVSettlement.com](http://www.LMDVSettlement.com).

## HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

### 7. How can I receive a payment?

To be eligible for payment, you must (1) fit the Class definition (see Question 5 above) and (2) submit a timely, valid Claim Form.

A Claim Form (or Claim Forms, if you had more than one accident) are enclosed with this Notice. You can also get a Claim Form on the Settlement website at [www.LMDVSettlement.com](http://www.LMDVSettlement.com), or by calling 1-888-726-1291, or by sending an email to [admin@LMDVSettlement.com](mailto:admin@LMDVSettlement.com).

Read the instructions on the Claim Form carefully, fill out the Claim Form, and sign it. For your Claim Form to be timely, you can either mail your Claim Form or submit it online by **February 3, 2025**. If you mail your Claim Form to the Claims Administrator at the address below, it must be **postmarked by February 3, 2025**. Here's the Claims Administrator's address:

Redmond/Dowds v. Liberty Mutual  
Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

Do not send your Claim Form to the Court, the Judge, LIBERTY MUTUAL FIRE INSURANCE COMPANY, or LM GENERAL INSURANCE COMPANY.

**IMPORTANT NOTE:** If you have more than one insurance claim that qualifies under the Class definition, you *must submit a separate Claim Form for each insurance claim*. If LIBERTY MUTUAL FIRE INSURANCE COMPANY's or LM GENERAL INSURANCE COMPANY's records show that you have more than one insurance claim, you were sent a separate Claim Form for each such insurance claim with the date of the accident and the vehicle make, model, and year for each claim. If you believe that the pre-printed information on the Claim Form is incorrect, or that you have other qualifying claims, you should note that on the Claim Form. (See the instructions on the Claim Form.)

Note that only a Class Member or his or her "Legally Authorized Representative" can submit a claim. A "Legally Authorized Representative" is a personal representative, administrator/administratrix, or executor/executrix of a deceased Class Member's estate; a guardian, conservator, or next friend of an incapacitated Class Member; a Person with an executed durable or partial power of attorney over business matters; or any other legally-appointed Person or entity responsible for handling the business affairs of a Class Member. If you have any questions about this issue, please contact the Claims Administrator.

## 8. When will I get my payment?

The Court will hold a hearing (called the “Final Settlement Hearing” or “Fairness Hearing”) December 20, 2024, to decide whether to approve the Settlement. More information on that Hearing is in Questions 17-19 below. You will get your payment if the Court approves the Settlement and after all appeals have been concluded and the Settlement is approved with no further appeals possible. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

We will provide regular updates of the status of the Settlement at [www.LMDVSettlement.com](http://www.LMDVSettlement.com). You can also contact the Claims Administrator with any questions.

## 9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Settlement, you are staying in the Class, and that means that you can’t sue or be part of any other lawsuit against LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY about the diminished value issues in *this* case. It also means that all of the Court’s orders will apply to you and legally bind you.

If you stay in the Class, you will agree to “release and discharge” LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY from claims for diminished value as fully described in Paragraphs 24-25, 29, and 74-75 of the Parties’ Stipulation of Settlement (called the “Released Claims”). You can get a copy of the Stipulation on the Settlement website or by contacting the Claims Administrator. The Stipulation specifically describes the Released Claims in legal terminology. Talk to Class Counsel (see the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the Released Claims or what they mean.

### EXCLUDING YOURSELF (“OPTING OUT”) FROM THE SETTLEMENT

If you don’t want a payment from this Settlement, and instead you want to keep the right to sue LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

## 10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Claims Administrator by first-class mail with a clear statement that you want to be excluded from the *Redmond/Dowds v. LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY* Settlement. You must sign this statement.

You must mail your Exclusion Request so that it is **postmarked by November 20, 2024** to the following address:

Redmond/Dowds v. Liberty Mutual  
Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

If you are sending the request to be excluded as the “Legally Authorized Representative” of a Class Member (see Question 7 above for the definition of that term), you must include any information or documents that confirm your appointment or status as a Legally Authorized Representative. Requests for exclusion must be submitted individually by a Class Member or his or her Legally Authorized Representative, and not on behalf of a group or class of persons. If you have a personal lawyer, your lawyer may assist you with your exclusion request, but you must sign the exclusion request, unless the lawyer is also your Legally Authorized Representative.

If you ask to be excluded, you will not get any money from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY.

If you have a pending lawsuit against LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY involving the same legal issues in the Settlement, speak to your lawyer in that case immediately. If you wish to continue your individual lawsuit(s), you must exclude yourself from this Settlement.

## 11. If I don’t exclude myself, can I sue LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY for the claims that are resolved by the Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

Remember, the exclusion deadline is **November 20, 2024**.

## 12. If I exclude myself, can I get a payment from the Settlement?

No. If you exclude yourself, you will not be able to get any money from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Settlement.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. The Court has appointed the attorneys bringing this suit to be “Class Counsel” to represent the interests of all Class Members. 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 (253) 302-5955 / [steve@stephenmhansenlaw.com](mailto:steve@stephenmhansenlaw.com) (Mr. Hansen); or (415) 231-5311 / [snealey@nealey.com](mailto:snealey@nealey.com) (Mr. Nealey).

Class Counsel’s fees and costs will be determined by the Court and subtracted from the Settlement fund. 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.

### 14. How will the lawyers be paid? What are Class Representative “Service Awards”?

Class Counsel will ask the Court for an award of attorneys’ fees up to 25% of the Settlement fund (plus costs not to exceed \$9,102.62 according to the terms of the Stipulation of Settlement, and payment of up to \$7,500 to each of the Class Representatives for their service.) Class Counsel have worked on this case since before it was filed, but have not received any money for that work. The attorneys’ fees, costs, and payments to Class Representatives, as awarded by the Court, shall be paid from the \$571,200 available to the Class Members in this Settlement. The Court has the discretion to determine how much to award for attorneys’ fees and expenses and Class Representative service awards, and may award less than the amounts requested by Class Counsel. Class Counsel will file a petition for attorneys’ fees and costs by October 17, 2024. That petition will contain more details on the request.

## OBJECTING TO THE SETTLEMENT

If you are a Class Member and do not exclude yourself, you can tell the Court that you don’t agree with the Settlement or some part of it.

### 15. If I don’t like the Settlement, how can I tell the Court?

If you’re a Class Member, and you do not exclude yourself, you can object to the Settlement or seek to intervene in the case if you don’t like any part of it. The Court will consider your views.

To object, you must (1) **mail** your objection to the Claims Administrator, (2) **mail** your objection to Class Counsel, **and** (3) **file** your objection with the Court. To be timely, your objection must be mailed to the Claims Administrator and Class Counsel so that it is **postmarked by November 20, 2024 and** it must be **filed** with the Court by no later than November 20, 2024 at the following addresses:

**CLAIMS ADMINISTRATOR:**  
Redmond/Dowds v. Liberty Mutual  
Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

**COURT:**  
Pierce County Superior Court  
930 Tacoma Ave. S, Room 110  
Case No. 14-2-10507-5  
Redmond/Dowds v. LIBERTY MUTUAL FIRE  
INSURANCE COMPANY and LM GENERAL  
INSURANCE COMPANY Settlement  
Tacoma, WA 98402

**CLASS COUNSEL:**  
Stephen M. Hansen, P.S.  
3800 Bridgeport Way West, Ste. A  
PMB 5  
University Place, WA 98466

Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. The other requirements for objections are the Stipulation of Settlement in Paragraphs 58-63. The Stipulation is posted on the Settlement website.

Please note that any objections or motions must be submitted by an individual Class Member or his, her, or its attorney, not as a member of a group, class, or subclass. The only exception is that an objection may be submitted on behalf of a Class Member by the Legally Authorized Representative.

### 16. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you stay in the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you.

## THE COURT’S FAIRNESS HEARING

The Court will hold a hearing called a “Fairness Hearing” (also known as a “Final Settlement Hearing”) to decide whether to approve the Settlement. If you haven’t excluded yourself from the Settlement, you may attend the Hearing and may ask to speak to the Court, but you don’t have to. If you wish to speak, you must follow the procedure described below.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Hearing at **9:00 a.m. (Pacific time) on December 20, 2024**, at the Pierce County Superior Court Courthouse (Department 5), in Courtroom 411 (or as posted), 930 Tacoma Ave. S, 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 Rumbaugh will listen to anyone at the Hearing who asks to speak. The Court will also decide how much to pay Class Counsel and the Class Representatives.

At or after the Hearing, the Court will decide whether to finally approve the proposed Settlement. We do not know how long these decisions will take.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Claims Administrator or review the website.

**18. Do I have to come to the Hearing?**

No. Counsel will answer questions Judge Rumbaugh may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit it on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**19. 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 "Notice of Intention to Appear at the Final Settlement Hearing in *Redmond/Dowds v. LIBERTY MUTUAL FIRE INSURANCE COMPANY and LM GENERAL INSURANCE COMPANY*" and follow the procedures in Question 15 and at Paragraphs 58-63 of the Stipulation of Settlement. Your Notice of Intention to appear must be (1) mailed to the Claims Administrator, (2) mailed to Class Counsel, and (3) filed with the Court by **November 20, 2024**. You cannot speak at the Hearing if you excluded yourself.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

If you do nothing, you will get no money from this Settlement. But unless you exclude yourself, you won't be able to sue, continue to sue, or be part of any other lawsuit against LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY about the legal issues in this case, ever again. To receive a payment, you must submit a qualifying Claim Form. (See Question 7.)

**GETTING MORE INFORMATION**

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

This Notice summarizes the proposed Settlement. More details are available in the Stipulation of Settlement. You can view a copy of the Stipulation of Settlement and other information about the lawsuit by visiting [www.LMDVSettlement.com](http://www.LMDVSettlement.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.

You may also obtain additional information by:

- Calling the Claims Administrator toll-free at 1-888-726-1291 to ask questions and receive copies of documents, or e-mailing the Claims Administrator at [info\\_admin@LMDVSettlement.com](mailto:info_admin@LMDVSettlement.com).
- Writing to the Claims Administrator at the following address:  

Redmond/Dowds v. Liberty Mutual  
Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172
- Contacting Class Counsel listed in Question 13.
- Reviewing legal documents that have been filed with the Clerk of Court in these cases at the Court offices stated in Question 15 above during regular office hours. Please contact the Clerk's Office for information on accessing court documents, but the Clerk will NOT answer questions about the Settlement.

**Please do not call the Court, the Court clerk's office, or LIBERTY MUTUAL FIRE INSURANCE COMPANY or LM GENERAL INSURANCE COMPANY or their lawyers to inquire about this Settlement. They will be unable to help you.**