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SUPERIOR COURT
THURSTON COUNTY WA

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BETTY J. GOULD CLEARY

By _____ DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF THURSTON

In Re:

NORTH AMERICAN DEALER CO-OP;
NATIONAL ADMINISTRATIVE
DEALER SERVICES, INC.; AND HENRY
C. ("HANK") BAILEY, JR.,

Petitioners,

No. 09-2-01710-4

**ORDER GRANTING MOTION
FOR STAY**

THIS MATTER having come on before the Court upon Petitioners' Motion for Stay of the Final Findings of Facts, Conclusions of Law and Order on Hearing filed on July 10, 2009 by Chief Hearing Officer Patricia D. Petersen; Petitioners represented by Brian M. King and DAVIES PEARSON, P.C.; State of Washington Office of the Insurance Commissioner represented by Marta De Leon and the OFFICE OF THE ATTORNEY GENERAL; and the Court having reviewed the records, declarations and pleadings herein and having heard the arguments of counsel, and being otherwise fully advised in the premises; and

**ORDER GRANTING
MOTION FOR STAY**

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DAVIES PEARSON, P.C.
ATTORNEYS AT LAW
920 FAWCETT -- P.O. BOX 1657
TACOMA, WASHINGTON 98401
TELEPHONE (253) 620-1500
TOLL-FREE (800) 439-1112
FAX (253) 572-3052

1 ~~FINDING~~ that if the Court does not grant the relief requested, the Petitioners will
2 suffer irreparable injury; and further

3 ~~FINDING~~ that granting the relief requested will not substantially harm other
4 parties to the proceeding; and further

5 ~~FINDING~~ that there is no threat to the public health, safety, or welfare
6 sufficiently serious to justify the agency actions in the circumstances; now therefore, it is

7 1. **ORDERED** that the Final Findings of Facts, Conclusions of Law and Order on
8 Hearing filed on July 10, 2009 by Chief Hearing Officer Patricia D. Petersen are hereby
9 stayed until final disposition of Petitioners' Petition for Review, ~~It is further, requiring~~ *Except for the above order*

10 2. **ORDERED** that the Office of the Insurance Commissioner shall ~~not publish the~~ *honor all valid claims*
11 ~~Final Findings of Facts, Conclusions of Law and Order on Hearing filed on July 10, 2009.~~ *made on the*
12 ~~The OIC will not further distribute law, or order~~ *reimbursement*
13 ~~or distribute it to any non-parties, except as required by statute, while the above-listed~~ *guarantee*
14 ~~stay is in force.~~ *contracts.*

14 **DONE IN OPEN COURT** this 7th day of August, 2009.

16 
17 **JUDGE THOMAS MCPHEE**

18 3. *Ordered that the Petitioners shall order the* **Administrative Record** without delay.

19 4. ~~Ordered~~ *Ordered* that the parties will appear on August 28, 2009
20 for purposes of determining any appropriate additional
21 security and ~~to~~ *to* determine what if any additional
22 notice should be given to NADC dealers.

23 5. Upon receipt of the Administrative Record either party
24 **ORDER GRANTING** may move this court
25 **MOTION FOR STAY** for a status conference.

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26 **DAVIES PEARSON, P.C.**
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1 Presented by:

2 **DAVIES PEARSON, P.C.**

3 Attorneys for Petitioners

4 By: 

5 **BRIAN M. KING, WSBA#29197**

6
7
8 Copy received, approved as to form:

9 **OFFICE OF THE ATTORNEY GENERAL**

10 Attorneys for Office of the Insurance Commissioner

11
12 By: 

13 **MARTA DE LEON, WSBA# 35779**

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24 **ORDER GRANTING**

25 **MOTION FOR STAY**

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X EXPEDITE

No Hearing Set
X Hearing is set
Date: Friday, August 7, 2009
Time: 9:00 a.m.
Judge/Calendar: McPhee

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

In Re:

NORTH AMERICAN DEALER CO-OP;
NATIONAL ADMINISTRATIVE
DEALER SERVICES, INC.; AND HENRY
C. ("HANK") BAILEY, JR.,

Petitioners,

No. 09-2-01710-4

**DECLARATION OF DICK L.
ROTTMAN IN SUPPORT OF
MOTION FOR STAY**

I, DICK L. ROTTMAN, hereby declare as follows:

1. I make this declaration based on my own knowledge with respect to the subject matter herein. I am over the age of eighteen (18) and am otherwise competent to testify concerning these matters.

2. I am the Chief Executive Officer and President of Western Insurance Company, principally located in Reno, Nevada. Western Insurance Company is an

**DECLARATION OF DICK L. ROTTMAN,
IN SUPPORT OF MOTION FOR STAY**

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1 "A- -- Excellent" rated insurance company founded in 1994. Western Insurance
2 Company is authorized to issue surety bonds in the state of Nevada.

3 3. I am the former Insurance Commissioner for the state of Nevada. I
4 served as the Insurance Commissioner for the state of Nevada from 1971 to 1978.

5 4. It is my understanding that the Chief Hearing Officer for State of
6 Washington Office of Insurance Commissioner Hearings Unit has ordered the Petitioners
7 to cease and desist from offering further the "NADC" program to any automobile dealers
8 in Washington. It is also my understanding that the Petitioners are seeking a stay of the
9 Chief Hearing Officer's order pending a hearing on their Petition for Review.
10

11 5. As CEO of Western Insurance Company, I am familiar with the surety
12 bond issued to the dealers of North American Dealer Co-Op ("NADC"). I am also
13 familiar with the collateral reserve account presently held by Access Insurance Services,
14 Inc., as MGA for Western Insurance Company, in Reno, Nevada.
15

16 6. In 2004, Western Insurance Company issued a surety bond to NADC and
17 its dealer members. The surety bond has been in place continuously since that time. A
18 true and correct copy of the surety bond is attached hereto as "Exhibit A."
19

20 7. Pursuant to the terms of the surety bond, NADC dealer members have
21 created a collateral reserve account which the dealer members use to pay any and all
22 valid claims on the money-back reimbursement guarantee issued by the dealer members.
23 The reserve account is funded each and every time a money-back guarantee is provided
24

25 **DECLARATION OF DICK L. ROTTMAN,
IN SUPPORT OF MOTION FOR STAY**

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1 to a customer by a dealer member. The dealer reserves are held by Access Insurance
2 Services, Inc., as MGA for Western Insurance Company, in Reno, Nevada, and used to
3 pay claims for the dealer's reimbursement guarantee. NADC, NADS, and Mr. Bailey do
4 not control or have access to the funds in the reserve account.

5 8. Since 2004, the reserve account has been sufficient to pay all claims. The
6 reserve account is closely monitored in order to ensure that it is adequately funded.
7 However, in the event the reserve account were to be depleted at some time in the future,
8 the Western Insurance Company surety bond will cover all valid claims by customers
9 who received the money-back guarantee.

10 9. The reserve account and surety bond are presently in place for all
11 Washington customers who have received a money-back guarantee from Washington
12 dealer members. The reserve account and surety bond adequately protect all Washington
13 consumers who receive a money-back guarantee from Washington NADC dealer
14 members. Therefore, Washington consumers are fully protected and covered by the
15 reserve account and surety bond. The Western Insurance Company bond is an ongoing
16 surety bond. Western Insurance Company and NADC dealer members intend to
17 continue their relationship for the foreseeable future, so it will also cover all prospective
18 customers who receive a money-back guarantee.
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24 **DECLARATION OF DICK L. ROTTMAN,**
25 **IN SUPPORT OF MOTION FOR STAY**

26 Page 3 of 4


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I declare under penalty of perjury under the laws of the State of Washington that
the foregoing is true and correct.

DATED at Reno, Nevada, this 6th day of August, 2009.


DICK L. ROTTMAN

**DECLARATION OF DICK L. ROTTMAN,
IN SUPPORT OF MOTION FOR STAY**

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EXHIBIT A

WESTERN INSURANCE COMPANY
P.O. BOX 21030
RENO, NEVADA 89515
775/829-6650

VEHICLE SERVICE CONTRACT REIMBURSEMENT GUARANTEE
PERFORMANCE CONTRACT

DECLARATIONS

Contract Number WCB211349

Item 1. Named Principal and Mailing Address: North American Dealer Co-Op (NADC) and its Members and Subsidiaries 3301 South Virginia St., Ste. 201 Reno, Nevada 89502	Administrative Office: N.A.D.C. 1661 Wadsworth Blvd. Lakewood, CO 80214
---	---

Item 2. Contract Period FROM: 04-01-04 TO: Continuous until Cancelled or Non-Renewed

Item 3. Premium Rates & Limits:	Rate	Limit of	Aggregate Limit of Liability
VSC Reimbursement Guarantee	Per Rate	VSC Cost	Amount Paid By Purchasers
Minimum Term: 48 Months	Sheet	Not to exceed	For Underlying VSC's
Basis of Premium:	Provided	\$2,500 per VSC	

Item 4. Deductible

VSC Reimbursement Guarantee \$ N/A

Item 5. Service Contract Reimbursement Guarantees:

Forms provided by Administrator and approved in writing by NADC and the Company

Item 6. Program Administrator:

National Administrative Dealer Services, Inc. (NADS)
1661 Wadsworth Blvd.
Lakewood, CO 80214

Item 7. Endorsements

Endorsement A Dated 04-01-04

Audit Freq.	Prior Policy	Branch	Producer Code	Producer
As required by Company				Access Insurance Services, Inc.

Authorized Representative:

Date

Jane L. Brown
Access Insurance Services, Inc.

4/1/04

**VEHICLE SERVICE CONTRACT
REIMBURSEMENT GUARANTEE AGREEMENT**

WESTERN INSURANCE COMPANY
3301 South Virginia St., Ste. 201
Reno, Nevada 89502

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Company agrees with the Named Principal, in consideration of the prompt payment of the premium when due, and in reliance upon the statements in the Declarations and in the application, and subject to the limits of liability, exclusions, conditions and other terms of this policy, as follows:

I. VEHICLE SERVICE CONTRACT REIMBURSEMENT GUARANTEE:

We agree to reimburse the Named Principal for loss from contractual benefits extended under Valid Vehicle Service Contract Reimbursement Guarantees as a result of non use of a Valid Vehicle Service Contract (VSC), provided that all duties, terms, and conditions of this policy and the Guarantees have been fulfilled. The Company's liability per covered Loss shall be:

- A. The amount paid by a Vehicle Service Contract Reimbursement Guarantee Purchaser for a Valid Vehicle Service Contract, providing, however, that such cost shall not exceed two thousand, five hundred dollars (\$2,500) per VSC. The maximum amount under this policy shall be no greater than the total amount paid for valid Vehicle Service Contracts by all Purchasers, excluding any amounts paid for individual VSCs in excess of two thousand five hundred dollars (\$2,500).

II. Definitions:

Whenever appearing herein,

- A. **Company, We, Us, Our** means Western Insurance Company.
- B. **Named Principal** means the entity name in Item 1 of the Policy Declarations and each of its Members and Subsidiaries.
- C. **Vehicle Service Contract Reimbursement Guarantee** means the warranty, guarantee benefit or contract issued by the Named Principal to the Service Contract Reimbursement Guarantee Purchaser(s). Valid Vehicle Service Contract Reimbursement Guarantees are those agreements reported to the Company by the Program Administrator and for which the applicable premium has been paid in accordance with the provisions herein.
- D. **Vehicle Service Contract Reimbursement Guarantee Purchaser (Purchasers)** means the vehicle owner purchasing a Valid Vehicle Service Contract and a Vehicle Service Contract Reimbursement Guarantee and entitled to recovery of benefits under the Guarantee issued by the Named Principal, its Members or Subsidiaries.
- E. **Valid Vehicle Service Contract** is any Vehicle Service Contract of not less than forty-eight (48) months duration sold by any Member of the Named Principal or Subsidiaries and reported to the Program Administrator on the forms provided.

- I. Loss paid by **Named Principal** which is not paid in accordance with the terms and conditions of this policy and/or the conditions of the **Guarantee**.

VI. REPORTING CONDITIONS

Within forty-five (45) days after the end of each month, unless directed otherwise by us in writing, the **Named Principal** and/or the **Program Administrator** will provide a sales bordereau to the **Company** reporting the Premium and the following information for each individual **Guarantee** effective during the month:

- A. Purchaser name.
- B. Contract registration number.
- C. Contract effective date.
- D. VSC term.
- E. VSC cost.
- F. Member's or Subsidiary's number.
- G. Contract expiration date.

The **Company** may in writing, at any time and from time, waive the monthly reporting requirement for one or more of the above Items. Such waiver shall not be considered a continuing waiver or precedent for future monthly reporting. The **Company** shall have thirty (30) days from receipt of the sales bordereau to request additional information on individual **Guarantees** reported on the sales bordereau. If the **Company** makes no such request, the information pertaining to **Guarantees** reported on the sales bordereau shall be deemed acceptable as reported. Incomplete or inaccurate information shall not invalidate coverage under this policy provided that the **Named Principal** can show evidence to the **Company's** reasonable satisfaction that a **Guarantee** was issued and reported to the **Company** and that premium was paid as provided herein.

VII. PREMIUMS

A. Payment of Premiums

All premiums due and payable by the **Named Principal** shall accompany the sales bordereau, including any premiums due prior to and after termination of this policy.

B. Premium Computation

The computed premium due and payable to the **Company** will be determined by applying the rate for each **Guarantee** included during the monthly reporting period.

C. Revision to Rates

The rates upon which premiums are based may be changed by the **Company** provided that rate increases shall not be effective until such time as the **Company** has provided the **Named Principal** with at least sixty (60) days advance notice of the change by mail at the address shown in Item 1 of the policy Declarations. Any revision shall apply to **Guarantees** issued after the effective date of such revision.

- F. **Program Administrator** means the entity shown in Item 6 of the Policy Declarations, which shall act as the administrator for all **Guarantees** and shall have the authority to administer claims relating to **Guarantees**.
- G. **Member(s)** means individual automobile dealerships that enroll with and are a part of **The North American Dealer Co-op** or its **Subsidiaries**.
- H. **Loss** means the amount of benefit paid to a **Purchaser** under the terms of a valid **Guarantee**.

III. TERRITORY

This policy applies to **Guarantees** issued within the United States, its territories, and the District of Columbia and Canada for losses occurring within these jurisdictions.

IV. POLICY PERIOD

This policy is in effect from the Effective Date specified in Item 2 of policy Declarations to the Expiration Date specified Item 2 of policy Declarations, or its earlier termination date, if any. Upon policy termination, coverage under this policy will continue for the period specified under the **Guarantees** issued during the policy period, provided that **Guarantees** are reported to the **Company** with payment of appropriate premium in accordance with terms of this policy.

V. EXCLUSIONS

This policy will not apply to any liability arising under or as a result of:

- A. Costs or expenses other than those specifically stated in **Guarantees**.
- B. Negligence of any kind by the **Named Principal**, its **Members**, **Subsidiaries** and/or by the **Program Administrator**.
- C. Third party liability, bodily injury, property damage, personal injury, any intentional tort or advertising injury by or against the **Named Principal**, **Members**, **Subsidiaries**, the **Program Administrator**, **Purchasers** or any other party.
- D. Costs, expenses, attorney fees or interest thereon, arising from any suit in law or equity, whether incurred by the **Named Principal**, a **Member**, **Subsidiary**, **Purchaser**, **Program Administrator**, and/or any other party, in defense of such suit or whether awarded to a claimant or their attorney(s).
- E. Punitive or exemplary damages, fines, penalties, taxes, legal fees, expenses, return of fees or other consideration, or that portion of any award of judgment caused by the trebling or multiplication of actual damages.
- F. Any warranty, guarantee, benefit or agreement which has not received the prior written approval of the **Company**.
- G. **Guarantees** issued and/or originated prior to the effective date of this policy or after termination of this policy, or any **Guarantee** for which the **Named Principal** has not reported and remitted payment in accordance with the terms of this policy.
- H. Any fraudulent, illegal, dishonest or criminal act or activity by the **Named Principal**, **Members**, **Purchasers**, **Subsidiaries**, **Program Administrator**, and/or any officer, employee, director, trustee or agent thereof; whether acting alone or in collusion with others, including without limitation conversion, secretion and/or embezzlement by the **Named Principal**, **Member**, **Purchaser**, **Program Administrator**, **Subsidiary**, and/or any other party in lawful possession of the vehicle.

VIII. DUTIES IN THE EVENT OF LOSS

In order for coverage to be provided under this Policy, the **Program Administrator** must:

- A. Within ninety (90) days of the notice from the **Named Principal** and within thirty (30) days of receipt of the following claim documents, provide the **Company** with proof of loss, utilizing forms provided by the **Company**, which shall include:
 1. A Copy of the **Guarantee**;
 2. A copy of the **Vehicle Service Contract Administrator's** verification that no claims had been paid under the **Vehicle Service Contract**; and
 3. Verification that the **Purchaser** is the current owner of the vehicle identified in the **Guarantee**.
- B. If requested, permit the **Company** to inspect any records or property tending to prove or establish the value of the loss.
- C. If requested, permit the **Company** to question the **Named Principal, Program Administrator, Member, Subsidiary** and/or the **Purchaser** under oath, at such times as may be reasonably required, about any matter relating to this policy or the loss.
- D. Fully cooperate with the **Company** in investigation and settlement of the loss. The rights of individual **Members, Subsidiaries, or Purchasers** under this policy shall be limited to reimbursement of benefits contractually owed by the **Named Principal** under valid **Guarantees** covered by this policy; but only in the event of insolvency of the **Named Principal** or an inability to collect covered benefits under a valid **Guarantee** from the **Named Principal, Members or Subsidiaries**.

IX. LOSS PAYMENT

- A. The **Company** shall reimburse the **Named Principal, Members or Subsidiaries** for loss covered under this policy within thirty (30) days after receipt of complete documentation as referenced in Section A of Article VIII, **DUTIES IN THE EVENT OF LOSS**; or the **Company** reaches agreement with a **Member, Purchaser or Subsidiary**.

X. CONCEALMENT, MISREPRESENTATION OR FRAUD

In the event of fraud, misrepresentation or intentional concealment of a material fact by the **Named Principal, Program Administrator, Member, Subsidiary** and/or **Purchaser** concerning this policy or any **Guarantee** subject to coverage, the **Company** may deny coverage afforded by this policy for all applicable or affected **Guarantees**, void this policy, and/or deny any benefit afforded by this policy.

XI. NO BENEFIT TO BAILEE

No person or organization other than the **Named Principal** and/or any applicable **Member, Subsidiary** and/or **Purchaser** shall have a right to or benefit from this policy.

XII. SUBROGATION AND RECOVERIES

If the **Company** makes any payment hereunder to the **Named Principal**, or **Member**, and the **Named Principal**, **Program Administrator**, **Member**, **Subsidiary** and/or **Purchaser** has rights or remedies to recover payments from another, those rights or remedies are transferred to the **Company**. The **Named Principal**, **Program Administrator**, **Purchaser**, **Subsidiary** and/or **Member** must deliver instruments and papers and do everything necessary to secure the **Company's** rights to recover such payments and must not do anything to impair or prejudice such rights. Any recoveries made by the **Named Principal**, **Program Administrator**, **Purchaser**, **Subsidiary** and/or **Member** shall become the property of the **Company** to the extent of payments made by the **Company**.

XIII. CHANGES TO CONTRACT

This policy and all endorsements thereto make up the entire agreement. No change in this policy shall be valid unless it is in writing and signed by an officer of the **Company**. No **Named Principal**, **Member**, **Purchaser**, **Subsidiary**, **Program Administrator**, agent or other party shall have the authority to alter, amend or waive any provision of this policy.

XIV. LEGAL ACTION AGAINST US

- a. No action at law or in equity may be brought to recover under this policy until thirty (30) days after full compliance with all duties in event of loss specified in **ARTICLE VIII** and all other terms and conditions of this policy. Any such action must be brought within one (1) year after compliance with all such duties in event of loss.
- b. The **Company** shall not be interpleaded by the **Named Principal**, **Program Administrator**, **Subsidiary** or any **Member** or their legal representatives in any legal action.

XV. INSPECTION AND AUDIT RIGHTS

As required by the **Company**, the **Named Principal**, any **Member**, and the **Program Administrator** shall keep records of all information relative to this policy while this policy is in effect, after which time the files will be submitted to the **Company**. The **Company** or its duly authorized representative shall have the right to inspect and examine the **Named Principal's**, any **Member's**, **Subsidiary's**, or the **Program Administrator's** premises, books and other records (insofar as they relate to this policy), at any time during the policy period or any time after expiration of this policy. By our right to inspect or our making any inspection, the **Company** makes no representation that the **Named Principal's**, any **Member's**, **Subsidiary's** and/or the **Program Administrator's** books and records are adequate or in compliance with any law, rule or regulation.

XVI. ASSIGNMENT

No rights, duties and/or interests under this policy may be transferred, delegated, and/or assigned without the prior written consent of the **Company**.

XVII. CANCELLATION OR NON-RENEWAL OF THE POLICY

A. Cancellation by the Company

This policy may be cancelled by the **Company** for non-payment of premium by mailing written notice of such cancellation to the **Named Principal**, at the administrative office address shown in Item 1 of the policy Declarations, at least ten (10) days prior to the effective date of such cancellation.

The **Company** may cancel this policy for any other reason by mailing written notice of such cancellation to the **Named Principal** at the administrative office address shown in Item 1 of the Declarations at least ninety (90) days prior to the effective date of such cancellation. If this policy has been in effect for more than sixty (60) days, it may be cancelled by the **Company** only for one of the following reasons:

1. Non-payment of premium;
2. Material increase in the risk;
3. Any fraudulent act, material misrepresentation or false statement knowingly made by the **Named Principal**, any **Member**, **Subsidiary** and/or the **Program Administrator**.

The effective date of cancellation stated in the notice shall become the end of the policy period. A Post Office Certificate of Mailing shall be sufficient proof of notice.

B. Non-Renewal by the Company

This policy may be non-renewed by the **Company** by mailing written notice of such non-renewal to the **Named Principal** at the administrative office address shown in Item 1 of the policy Declarations at least one hundred and eighty (180) days prior to any policy expiration or anniversary date. A Post Office Certificate of Mailing shall be sufficient proof of notice. Notice to the **Named Principal** shall constitute notice to all **Members** and **Subsidiaries**. The **Members** or **Subsidiaries** have no right to non-renew this policy.

C. Cancellation by the Named Principal

The **Named Principal** shall have the right to cancel this policy by surrendering the policy to the **Company** or by mailing to the **Company** written notice of its intent to do so. Any such written notice must specify the effective date of cancellation by the **Named Principal**. The time of surrender by the **Named Principal** or the effective date of cancellation stated in the notice shall become the end of the policy period. Notice from the **Named Principal** shall constitute notice from and to all **Members** and **Subsidiaries** of the cancellation. The **Members** or **Subsidiaries** have no right to cancel this policy.

XVIII. SEVERABILITY

If any provision of this policy shall be rendered illegal or unenforceable by the laws, regulations or public policy of any state, such provision shall be considered void in such state. Any such voiding shall not affect the validity or enforceability of any other provision of this policy or the enforceability of such provision in any other jurisdiction.

XIX. REPRESENTATIONS

By acceptance of this policy, the parties agree that 1) the statements in the policy Declarations are complete and accurate; 2) the statements in the policy Declarations and all reports provided by the **Named Principal** serve as material representations made by the **Named Principal** to the **Company**; and 3) the **Company** has issued this policy based upon the truth and accuracy of such representations.

VALIDATION

The provisions included herein, along with the Declarations Page and any Endorsements issued complete this evidence of coverage.

IN WITNESS WHEREOF:

the Company indicated on the Declarations Page of the policy has caused the policy to be signed by its President and Secretary, but this policy shall not be valid unless the Declarations are countersigned, when necessary, by a duly authorized representative of the Company.

Carol B Ingalls
Secretary

Wick D. [Signature]
President

THIS NOTICE OF VALIDATION IS ATTACHED TO AND FORMS PART OF
YOUR EVIDENCE OF COVERAGE

Issued by: **Western Insurance Company**

Executive Offices: **3301 South Virginia Street, Suite 202
Reno, Nevada 89502-4512**

DATED 4/1/04

WESTERN INSURANCE COMPANY
P.O. BOX 21030
RENO, NEVADA 89515
775/829-6650

VEHICLE SERVICE CONTRACT REIMBURSEMENT GUARANTEE
PERFORMANCE CONTRACT

Rider

Effective Date: 2/1/2007
Contract Number: WCB211349
Principal: North American Dealer Co-op (NADC) and its Members and
Subsidiaries

It is hereby understood and agreed that Item 3. Premium Rates & Limits is
amended as follows:

Limit of
VSC Cost
Not to exceed
\$4,000 per VSC

Minimum Term: 60 months from current date of sale and exceed any
manufacturer "bumper to bumper" coverage by at least 24
months

Authorized Representative:

Date:

12/15/2006


Access Insurance Services, Inc.

1 X EXPEDITE
2 No Hearing Set
3 X Hearing is set
4 Date: Friday, August 10, 2009
5 Time: 9:00 a.m.
6 Judge/Calendar: McPhee

7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF THURSTON

9 In Re:

10 NORTH AMERICAN DEALER CO-OP;
11 NATIONAL ADMINISTRATIVE
12 DEALER SERVICES, INC.; AND HENRY
13 C. ("HANK") BAILEY, JR.,

14 Petitioners,

No. 09-2-01710-4

**DECLARATION OF
FACSIMILE SIGNATURE**

15
16 KATHY KARDASH, Legal Assistant to Brian M. King, declares under penalty of
17 perjury under the laws of the State of Washington, that the facsimile document attached
18 to this declaration titled, Declaration of Dick L. Rottman in Support of Motion for Stay,
19 consisting of seventeen (17) pages including this declaration page, is a complete and
20 legible facsimile that I have examined personally and that was received by me via FAX at
21 the following number: 253-572-3052.

22
23
24 **DECLARATION OF FACSIMILE SIGNATURE**

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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge information and belief.

Signed at Tacoma Washington this 6th day of August, 2009.


KATHY KARDASH
Legal Assistant