

CERTIFICATE OF TRANSMITTAL  
 I declare under penalty of perjury under  
 the laws of the state of Washington that  
 on the \_\_\_\_\_ day of \_\_\_\_\_,  
 I sent a copy of the document to which  
 this is affixed to the attorneys of record  
 for all parties via messenger service, facsimile,  
 or by U.S. Mail, postage prepaid.

At \_\_\_\_\_, Washington.

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

2 COUNTY OF CHELAN

3 PAUL GRONDAL; and ALL MILL BAY )  
 4 RESORT MEMBERS SIMILARLY )  
 SITUATED, )  
 5 Plaintiffs, )  
 6 Vs. )  
 7 JEFFREY WEBB, Personal )  
 8 Representative of the Estate of William )  
 Evans, Jr. )  
 9 Defendant. )

**CASE NO. 04-2-00441-6**  
**ORDER APPROVING CLASS**  
**ACTION SETTLEMENT**

10 AND

11 PAUL GRONDAL and ALL MILL BAY )  
 12 RESORT MEMBERS, Similarly )  
 SITUATED, )  
 13 Plaintiffs, )  
 14 vs. )  
 15 CHIEF EVANS, INC., a Washington )  
 16 corporation; CHIEF EVANS, INC., a )  
 Colville Tribal corporation; WILLIAM )  
 EVANS and JANE DOE EVANS, )

**CASE NO. 02-2-01100-9**

**ORDER APPROVING CLASS ACTION**  
**SETTLEMENT**  
 Page 1  
 480430

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1 husband and wife and the marital )  
community composed thereof; JAMIE )  
2 JONES and JANE DOE JONES, )  
husband and wife and the marital )  
3 community composed thereof; )  
KENNETH EVANS and LESLIE )  
4 EVANS, husband and wife and the )  
marital community composed thereof; )  
5 JOHN JONES and JANE DOE JONES, )  
husband and wife and the marital )  
6 community composed thereof, )  
Defendants. )

AND

8 \_\_\_\_\_ )  
In Re the Estate of )  
9 WILLIAM EVANS, JR., )  
10 \_\_\_\_\_ )  
Deceased. )

CASE NO. 03-4-00185-8

11  
12 The Court having considered the Settlement Agreement reached between  
13 Paul Grondal, Class Representative, individually, and on behalf of the class of  
14 Mill Bay Resort Members, and the Defendants, and being otherwise fully advised  
15 in the premises, finds and orders as follows:

16 **FINDINGS OF FACTS**

- 17 1. Beginning in the mid-1980s, the decedent, Mr. William Evans, Jr.  
18 operated the Mill Bay RV Park on the shores of Lake Chelan, Washington.  
19 2. Mr. Evans formed Chief Evans, Inc. to operate the RV Park. Jeffrey  
20 Webb, Personal Representative of the Estate of William Evans, Jr. has testified  
21 that through Mesne conveyances Wapato Heritage, LLC, a Washington limited

1 liability company, currently holds all leasehold interests in the Master Lease and  
2 the MAR-LU sublease previously held by Chief Evans, Inc., a Washington  
3 corporation, Chief Evans, Inc., a Colville tribal corporation, and William W.  
4 Evans, Jr. and such rights are presently in effect according to their stated terms  
5 under those documents.

6 3. In 2001, Chief Evans, Inc. announced its plan to close the RV Park at  
7 the end of the year.

8 4. In response to this, members immediately petitioned the Washington  
9 State Attorney General, which began an investigation into the assets and the  
10 affairs of Chief Evans, Inc., and the Mill Bay Resort.

11 5. The Office of the Washington State Attorney General served  
12 interrogatories upon Chief Evans, Inc.

13 6. At that point, Chief Evans, Inc. elected to commence a lawsuit in  
14 Colville Tribal Court against both the Washington State Attorney General and the  
15 Mill Bay members asking the court for its protection and to allow Chief Evans,  
16 Inc., to close the RV Park.

17 7. Thereafter, the Mill Bay Members filed a Motion to Dismiss for lack of  
18 jurisdiction and the Colville Tribal Court dismissed the Mill Bay Members from the  
19 suit.

20 8. In November 2002, Chief Evans, Inc. attempted to close the RV Park  
21 and terminate the Mill Bay Resort Members' camping resort memberships by

1 shutting off utilities to the RV Park.

2 9. Paul Grondal on behalf of himself and all Mill Bay Resort Members,  
3 similarly situated, filed a Complaint in Chelan County Superior Court, against  
4 Chief Evans, Inc, a Washington corporation, Chief Evan, Inc., a tribal corporation,  
5 William Evans, and Jamie Jones, Kenneth and Leslie Evans, and John Jones  
6 seeking to enjoin the parties from closing the RV Park and canceling the Mill Bay  
7 Resort Members' camping resort memberships (Chelan County Cause No. 02-2-  
8 011100-9).

9 10. The Complaint alleged breach of contract, fraud and  
10 misrepresentation, violation of the Camping Resort Act, violation of the  
11 Consumer Protection Act, interference with contractual relationships, and sought  
12 the appointment of a Receiver and injunctive relief.

13 11. On March 21, 2003 Mr. Evans and Chief Evans, Inc. sought removal of  
14 the lawsuit from Chelan County to the United States District Court, Eastern  
15 District of Washington.

16 12. On April 18, 2003 Judge Wm. Fremming Nielson ruled that the federal  
17 district court lacked subject matter jurisdiction over the dispute.

18 13. On May 28, 2003 Mr. Evans and the remaining defendants filed a  
19 Motion to Dismiss the claims filed by Paul Grondal and the Mill Bay Members  
20 Association based upon federal preemption, lack of jurisdiction, and violation of  
21 due process.

1 14. On June 26, 2003 this Court found that the State of Washington  
2 retained jurisdiction over the dispute between the parties.

3 15. The defendant's petition for direct review of the Chelan County Superior  
4 Court's Order Denying Dismissal of the Claims was denied on November 18,  
5 2003 by the Supreme Court of Washington.

6 16. On September 11, 2003 William Evans, Jr. died. Probate was  
7 commenced in Chelan County (Chelan County Cause No. 03-4-00185-8) and a  
8 copy of the Last Will and Testament of William Evans, Jr. was filed with the court.

9 17. The Last Will and Testament listed the following beneficiaries of the  
10 Estate of William Evans, Jr.: Sandra Evans, The Estate of Nancy Evans,  
11 Kenneth Evans, John Jones, Bambi Allie, Jamie Jones, Clinton DeFries,  
12 Tommy Heyen, Larry Heyen, John Wayne Jones, Jr., Daniel Jones, Guess  
13 Jones, William Wapato Jones, Kellen Jones, Wapato Heritage, LLC, Colville  
14 Tribes, and the St. Joseph Parish School.

15 18. Paul Grondal and the Mill Bay Resort Members filed a contingent  
16 creditor's claim against the Estate of William Evans, Jr.

17 19. The Chelan County Superior Court certified the creditor's claim as a  
18 class action creditor's claim on November 30, 2003.

19 20. On December 12, 2003 the Personal Representative of the Estate of  
20 William Evans, Jr. filed an Objection to the Creditor's Claim of Paul Grondal and  
21 All Mill Bay Resort Members on the ground that the creditor's claim should be

1 filed with the Bureau of Indian Affairs.

2 21. By Order dated December 12, 2003 the Court approved the class  
3 certification of the creditor's claim filed by Paul Grondal as a creditor's claim on  
4 behalf of all Mill Bay Resort Members.

5 22. On March 31, 2004, the Personal Representative of the Estate of  
6 William Evans, Jr. rejected the contingent creditor's claim of Paul Grondal and  
7 the Mill Bay Resort Members.

8 23. Thereafter, on April 5, 2004 Paul Grondal and the Mill Bay Resort  
9 Members commenced a lawsuit seeking damages on the contingent creditor's  
10 claim (Chelan County Cause No. 04-2-00441-6).

11 24. After notice of that lawsuit was filed against the Personal  
12 Representative and the Estate, the Personal Representative and the Estate  
13 invoked their right to mediation of the dispute under TEDRA, RCW 11.96A et.  
14 seq.

15 25. On August 8, 2004, the first day of a two-day mediation occurred at the  
16 law offices of Stokes Lawrence, P.S. in Seattle, Washington. The second day of  
17 the mediation was held on September 9, 2004.

18 26. Notice of the mediation was duly served on all interested parties to the  
19 pending litigation and served upon all beneficiaries of the Estate of William  
20 Evans, Jr.

21 27. As a result of the mediation, the parties entered into a Settlement

1 Agreement, dated September 15, 2004, to settle the creditor's claim and lawsuits  
2 filed by Paul Grondal on behalf of the Mill Bay Resort Members against the  
3 above named Defendants.

4 28. On September 10, 2004, attorney Mary Wynne filed a Letter of  
5 Objection to the Settlement with the mediator and a Motion to Disallow the  
6 Agreement with the Department of Interior, Bureau of Indian Affairs.

7 29. On October 14, 2004 Jeffrey Webb filed the original Settlement  
8 Agreement with the Court and filed a motion seeking judicial approval of the  
9 Settlement Agreement.

10 30. Notice of the filing of the Settlement Agreement and the motion  
11 seeking judicial approval was duly served on all interested parties to the pending  
12 litigation and served upon all beneficiaries of the Estate of William Evans, Jr.

13 31. The Court entered a Stipulated Order Approving Notice Of Settlement  
14 Of Class Action, which directed Paul Grondal, as Class Representative, to send  
15 to the class members, via first class mail, Notice of the terms of the Settlement  
16 Agreement and the time and place of the Settlement Approval Hearing.

17 32. Pursuant to the Order, those who wished to object or comment on the  
18 proposed settlement needed to notify the Court and provide their name, address  
19 and a written statement of their desire to appear and testify at the Settlement  
20 Approval Hearing held before the Honorable John E. Bridges 11:00 a.m. on  
21 November 23, 2004.

1 33. On Monday, November 22, 2004 Sandra Diane Evans filed her  
2 objection to judicial approval of the Settlement Agreement with the Court

3 34. The court held a Settlement Approval Hearing on November 23, 2004,  
4 to determine whether to give final approval to the proposed settlement.

5 **CONCLUSIONS OF LAW AND ORDERS**

6 Based on the foregoing Findings of Fact, the Court concludes as a matter  
7 of law and orders:

8 1. Incorporation of Other Documents. This Order Approving Class Action  
9 Settlement incorporates the Settlement Agreement dated September 15, 2004,  
10 and filed with this Court on October 14, 2004.

11 2. Jurisdiction. This Court has subject matter jurisdiction over the claims  
12 and personal jurisdiction over the parties to the above-entitled actions.

13 3. Retention of Jurisdiction. This court expressly retains jurisdiction as to  
14 all matters relating to the administration, consummation, enforcement, and  
15 interpretation of the Settlement Agreement and of this Order for any other  
16 necessary purposes, including, without limitation:

17 a. enforcing the terms and conditions of the Settlement Agreement  
18 and resolving any disputes, claims, or causes of action that, in  
19 whole or in part, are related to or arise out of the Settlement  
Agreement or this Order;

20 b. entering such additional Order as may be necessary or appropriate  
21 to protect or effectuate the Court's Order approving the Settlement  
Agreement, to dismiss all claims on the merits and with prejudice,  
to permanently enjoin Class members from initiating or pursuing  
related proceedings, or to ensure the fair and orderly administration



1 of this settlement; and

2 c. entering any other necessary or appropriate Orders to protect and  
3 effectuate that court's retention of continuing jurisdiction.

4 4. Class Notice. The Court finds that Paul Grondal satisfied the  
5 requirements of the Stipulated Order Approving Notice Of Settlement Of Class  
6 Action and properly mailed Notice of the proposed settlement to the members of  
7 the class.

8 5. Notice to all Interested Parties. The court further finds, that Jeffrey  
9 Webb, in his capacity as the Personal Representative of the Estate of William  
10 Evans, Jr. gave proper notice of the filing of the Settlement Agreement and  
11 request for Judicial Approval of Settlement Agreement, pursuant to RCW  
12 11.96A.080 and RCW 11.96A.230 – .240.

13 6. Objections. The written objections presented to the Court and the oral  
14 arguments against judicial approval of the Settlement Agreement presented at  
15 the November 23, 2004 Settlement Approval Hearing are insufficient to convince  
16 the Court that in light of all the circumstances, the Settlement is not fair,  
17 adequate, and reasonable.

18 7. Final Settlement Approval. The terms and provisions of the Settlement  
19 Agreement, including all exhibits, have been entered into in good faith and are  
20 fully and finally approved as fair, reasonable, and adequate as to, and in the best  
21 interests of, each of the parties, the Class Members, and the Estate of William

1 Evans, Jr. The parties and Class Members are hereby directed to implement  
2 and consummate the Settlement Agreement according to its terms and  
3 provisions.

4 8. Binding Effect. The terms of the Settlement Agreement and of this  
5 Order are binding on the parties hereto, as well as their heirs, executors and  
6 administrators, successors and assigns, and those terms shall have *res judicata*  
7 and other proceedings maintained by or on behalf of any such persons, to the  
8 extent those claims, lawsuits, or other proceedings involve matters that were or  
9 could have been raised in this Action. The terms of the Settlement Agreement  
10 are binding upon all interested parties and beneficiaries to the Estate of William  
11 Evans, Jr. pursuant to RCW 11.96A. 230- 240.

12 9. Enforcement of Settlement. Nothing in this final Order shall preclude  
13 any action to enforce the terms of the Settlement Agreement.

14 10. Modification of Settlement Agreement. The parties are hereby  
15 authorized, without needing further approval from the court, to agree to and  
16 adopt such amendments to, and modifications and expansions of, the Settlement  
17 Agreement, as are consistent with this Order and do not limit the rights of Class  
18 Members under the Settlement Agreement.

19 DATED this 23 day of November, 2004.

20  
21 By John Bridges  
The Honorable John E. Bridges

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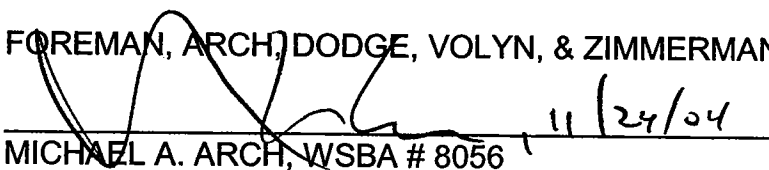
Presented by:

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.

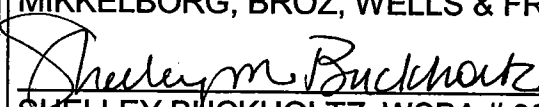
  
\_\_\_\_\_  
J. PATRICK AYLWARD, WSBA # 07212  
Attorneys for Plaintiffs

Approved for entry and notice  
of presentment waived:

FOREMAN, ARCH, DODGE, VOLYN, & ZIMMERMAN, P.S.

  
\_\_\_\_\_  
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