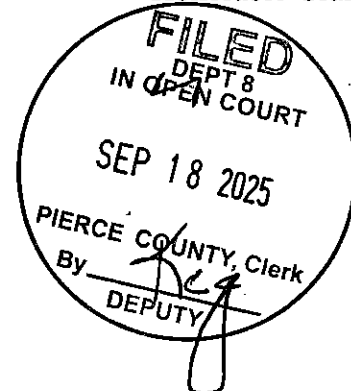


Honorable Grant Blinn



SUPERIOR COURT OF WASHINGTON
IN AND FOR PIERCE COUNTY

M.N., A.B., G.T., and W.N., individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MULTICARE HEALTH SYSTEM, INC., a
Washington corporation,

Defendant.

No. 18-2-08055-5

**ORDER GRANTING PRELIMINARY
APPROVAL OF AMENDED CLASS
ACTION SETTLEMENT**

This matter came to be heard on Plaintiffs' Motion for Preliminary Approval of Amended Class Action Settlement. In addition to the other capitalized terms specifically defined below in this Order, capitalized terms have the meanings given them in the proposed Amended Class Action Settlement Agreement.

I. BACKGROUND

This Order incorporates by reference the procedural history and facts summarized in the January 22, 2020 Order Granting Class Certification ("Class Certification Order") at 2-5.

In the Class Certification Order, the Court certified two Classes, the Weberg Treatment Class and the General Treatment Class. In accordance with CR 23, the Court directed the parties to send members of the Classes notice of the pendency of this Action, the effect of the Court's Class Certification Order, and the right of members of the Classes to exclude themselves.

ORDER GRANTING PRELIMINARY APPROVAL TO AMENDED
CLASS ACTION SETTLEMENT- 1

KELLER ROHRBACK L.L.P.

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1 Members of the Classes were sent individual notice in the form of multipage notices mailed to
2 their last known address. Notice was also published in the *Puyallup Herald*, *Seattle Times*, and
3 *Tacoma News Tribune*.

4 After further discovery, MultiCare moved for summary judgment on the General
5 Treatment Class's claims. This Court granted the motion, and the Court of Appeals affirmed, its
6 majority opinion holding that the General Treatment Class had not established legal causation.
7 *M.N. v. MultiCare Health Sys., Inc.*, 23 Wn. App. 2d 558, 568, 519 P.3d 932 (2022). After
8 granting the General Treatment Class's petition for review, the Supreme Court held that the
9 General Treatment Class had established legal causation, and so reversed the Court of Appeals,
10 which on the Parties' joint motion remanded the case to this Court.

11 Before the Parties notified the Court of their settlement and moved to vacate the case
12 schedule, trial had been scheduled in this action for August 25, 2025.

13 II. APPROVAL

14 1. The Court certifies, for settlement purposes only, the Weberg Treatment
15 Settlement Class and General Treatment Settlement Class, appoints A.B. as class representative
16 for the Weberg Treatment Settlement Class and appoints M.N. and G.T. as class representatives
17 for the General Treatment Settlement Class.

18 2. The Court notes that the Settlement Classes are identical to the Classes certified
19 on January 22, 2020, for litigation purposes, with two minor exceptions.

20 3. First, the certified Classes were defined as certain patients who had received a
21 notification letter from MultiCare in "April 2018." After certification, however, the Parties
22 realized that patients who would otherwise be within the class had received notification letters
23 in May rather than April 2018. The Parties treated these patients as class members for purposes
24 of sending notice of class certification. The Settlement Classes are now formally defined to
25 include such persons.

26 4. Second, the certified Classes did not explicitly exclude anyone who tested
positive for genetically linked hepatitis C (and thus was likely infected by Cora Weberg) and

1 entered into an individual release of claims with MultiCare that covered the claims released by
2 the Settlement Agreement. Given their release of claims, these persons cannot be members of
3 the Settlement Classes.

4 5. Because neither of these changes meaningfully changes the composition of the
5 certified Classes, certification of the Settlement Classes here is, in substance, simply a
6 confirmation of the earlier order granting class certification.

7 6. The Court appoints Keller Rohrback L.L.P. as Class Counsel for the Settlement
8 Classes and confirms that Class Counsel have and had the authority to execute the Settlement
9 Agreement on behalf of the Named Plaintiffs and Settlement Classes.

10 7. The Court preliminarily finds that the Settlement Agreement is fair, adequate,
11 and reasonable, such that Notice may issue, a Settlement Administrator be appointed, and that a
12 procedure be established for final approval.

13 **III. NOTICE AND SETTLEMENT ADMINISTRATION**

14 8. The Court approves the Notice Plan as laid out in the Declaration of Julie Green
15 attached as an exhibit to the Settlement Agreement. It also approves the Postcard Notice, Email
16 Notice, and Long-Form Notice, each of which is attached to the Settlement Agreement as an
17 exhibit.

18 9. The Court approves CPT Group as Settlement Administrator and directs and
19 authorizes it to carry out all duties and responsibilities of the Settlement Administrator as
20 specified in the Settlement Agreement and the Order.

21 10. The Court finds that the Notice Plan ensures that MultiCare will provide the
22 Settlement Administrator with updated contact information for as many Settlement Class
23 Members as possible.

24 11. The Court further finds that the Notice Plan meets the requirements of CR 23 and
25 due process, constitutes the best notice practicable under the circumstances, and is reasonably
26 calculated, under the circumstances, to apprise members of the Settlement Classes (who were
already sent notice of class certification in 2020) of the effect of the Settlement Agreement,

including the Settlement Agreement's releases; the anticipated motion for a Fee and Expense Award and Service Awards ("Fee Motion"); and members' right to exclude themselves from or object to the Settlement Agreement or Fee Motion.

12. The Court finds that the administration of the Settlement Agreement, as contemplated by the Declaration of Julie Green, is fair, adequate and reasonable.

13. By October 3, 2025 ~~[14 calendar days after the issuance of the Order]~~, the Settlement Administrator shall have completed dissemination of Postcard Notice and Email Notice, and shall have made the Settlement Website prepared for use by Settlement Class Members.

14. The Settlement Administrator shall make all necessary efforts and precautions to ensure the security and privacy of Settlement Class Members' information and protect it from loss, misuse, unauthorized access and disclosure, and to protect against any reasonably anticipated threats or hazards to the security of Settlement Class Members' information. It will not use the information provided by MultiCare or Class Counsel in connection with this Settlement Agreement or the Notice Plan for any purpose other than effecting the Notice Plan or administering the Settlement Agreement and Plan of Allocation.

IV. OPT-OUTS

15. A Settlement Class Member who seeks to be excluded from the Settlement Classes must submit to the Settlement Administrator a Request to Opt-Out that shall be postmarked no later than November 21, 2025 ~~[63 days after the issuance of the Order]~~.

16. A Request to Opt-Out must (i) identify the case name of the Action; (ii) identify the name and current address of the person seeking exclusion from the Settlement Agreement; (iii) be personally signed by the person seeking exclusion; (iv) include a statement clearly indicating the person's intent to be excluded from the Settlement Agreement; and (v) request exclusion only for the one person whose personal signature appears on the Request to Opt-Out.

17. Any person who submits a Request to Opt-Out shall not be a Settlement Class Member, and this Settlement Agreement and the Judgment shall not bind such person. Each

1 Settlement Class Member who does not submit a Request to Opt-Out (including any Settlement
2 Class Member who submits a request for exclusion that is postmarked later than November 21,
3 2025 [~~63 days after the issuance of the Order~~]) shall be a Settlement Class Member and shall be
4 bound by all terms of this Settlement Agreement and the Judgment.

5 V. OBJECTIONS

6 18. A Settlement Class Member who wishes to object to the Settlement Agreement
7 and/or Fee Motion must object in writing, and submit the written objection to the Court and
8 Class Counsel no later than November 21, 2025 [~~63 days after the issuance of the Order~~].

9 19. To be considered by the Court, an objection must include (i) the case name and
10 number of the Action; (ii) the full name, address, telephone number, and email address of the
11 objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (iii) a
12 statement of whether the objection applies only to the objector, to a specific part of the
13 Settlement Classes, or to the Settlement Classes as a whole; (iv) a statement of the number of
14 times in which the objector (and, where applicable, objector's counsel) has objected to a class
15 action settlement, along with the caption of each case in which the objector has made such
16 objection; (v) a statement whether the objector has sold or otherwise transferred the right to their
17 recovery in this Action to another person or entity, and, if so, the identity of that person or
18 entity; (vi) a statement of the specific grounds for the objection, including any legal and factual
19 support and any evidence in support of the objection; (vii) a statement of whether the objecting
20 Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether
21 personally or through counsel; and (viii) the objector's signature.

22 20. Any Settlement Class Member who fails to substantially comply with the
23 requirements governing objections shall be deemed to have waived any such objection, shall not
24 be permitted to object to any terms or to approval of the Settlement Agreement at the Final
25 Approval Hearing, and shall be precluded from seeking any review of the Settlement
26 Agreement, its terms, any Fee and Expense Award, or any Service Awards by appeal or any
other means.

VI. FINAL APPROVAL

21. No later than October 10, 2025 ~~[21 days after the issuance of the Order and 42 days before the Objection Deadline]~~, Class Counsel shall file all papers in support of an application for a Fee and Expense Award and Service Awards. Any reply papers shall be filed by December 5, 2025 ~~[77 days after the issuance of the Order and 14 days after the Objection and Opt-Out Deadlines]~~.

22. No later than November 14, 2025 ~~[56 days after the issuance of the Order]~~, Class Counsel shall file all papers in support of the application for an order granting final approval of the Settlement Agreement and Final Judgment. Any reply papers regarding objections to the Settlement Agreement and to update the Court regarding notice and administration shall be filed by December 5, 2025 ~~[77 days after the issuance of the Order and 14 days after the Objection and Opt-Out Deadlines]~~.

23. The Final Approval Hearing shall be held by the Court on Friday, December 19, 2025 ~~[91 days after the issuance of the Order, or other comparable date chosen by the Court]~~, beginning at 9 a.m., to determine whether the Settlement Agreement should be approved as fair, reasonable, and adequate; whether an order granting final approval to the Settlement Agreement, and a Judgment, should be entered dismissing the Action with prejudice, except as to such persons who have timely and properly excluded themselves from the Settlement Classes; and whether and/or to what extent Class Counsel's application for a Fee and Expense Award and Service Awards should be granted.

24. Class Counsel's application for a Fee and Expense Award and Service Awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's application for a Fee and Expense Award and Service Awards, or any reversal or modification of any such order, shall not operate to terminate, vacate, or cancel the Settlement Agreement.

26. Pending the Final Approval Hearing, all proceedings in this Action remain stayed, other than the proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and/or the Order.

27. Counsel for the Defendant and Class Counsel are authorized to utilize all reasonable procedures in connection with the administration of the Settlement Agreement which are not materially inconsistent with either the Order or the Settlement Agreement.

IT IS SO ORDERED.

Dated this ¹⁸~~10~~th day of September, 2025.



HONORABLE GRANT BLINN

