

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,

Plaintiffs,

v.

MULTICARE HEALTH SYSTEM, INC., a
Washington corporation,

Defendant.

No. 18-2-08055-5

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT**

CLASS ACTION SETTLEMENT AGREEMENT

KELLER ROHRBACK L.L.P.

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Seattle, WA 98101-3052
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LIST OF EXHIBITS

Exhibit A	Preliminary Approval Order
Exhibit B	Declaration of Julie Green
Exhibit C	Long-Form Notice
Exhibit D	Email Notice
Exhibit E	Postcard Notice
Exhibit F	Judgment
Exhibit G (see below ¶¶ 76, 103)	Plan of Allocation
Exhibit H	Notification Form Letter

1 Subject to the approval of the Court, this Amended Class Action Settlement Agreement
2 (“Settlement Agreement”) is entered in the above-captioned action (the “Action”) between and
3 among Plaintiffs M.N., A.B., and G.T. (the “Named Plaintiffs”), on behalf of themselves and the
4 Settlement Classes, on the one hand, and Defendant MultiCare Health System, Inc.
5 (“Defendant”), on the other. The Named Plaintiffs, Settlement Classes, and Defendant
6 (collectively, the “Parties”) enter into this Settlement Agreement to effect a full and final
7 settlement and dismissal of this Action.

8 This Settlement Agreement is intended to mutually rescind and to substitute for the Class
9 Action Settlement Agreement that the Parties executed on July 11, 2025.

10 I. RECITALS

11 1. On May 11, 2018, Plaintiff M.N. filed this Action. An amended class action
12 complaint was filed in this Action on August 2, 2018, in which Plaintiffs A.B. and G.T. were
13 added. The amended complaint also added an additional Plaintiff, W.N., who was later
14 dismissed pursuant to stipulation as a proposed class representative; the stipulation, however,
15 did not affect W.N.’s status as an absent class member.

16 2. The Named Plaintiffs moved for class certification on September 27, 2019. After
17 briefing and a hearing, the Court certified two classes, the “Weberg Treatment Class” and the
18 “General Treatment Class,” on January 22, 2020, appointed Keller Rohrback L.L.P. as
19 counsel for both Classes, and directed the provision of notice to the Classes.

20 3. Defendant thereafter moved for summary judgment on all claims asserted by the
21 General Treatment Class. The motion was granted on July 31, 2020, after which a final
22 stipulated judgment as to the General Treatment Class was entered in accordance with CR
23 54(b). Proceedings before this Court were stayed for the pendency of the appeal.

24 4. An appeal to Division II of the Washington Court of Appeals followed. After
25 Division II affirmed the summary judgment and granted the Named Plaintiffs’ motion to publish
26 its decision, the Named Plaintiff successfully petitioned the Washington Supreme Court to hear

their appeal.

5. After briefing and oral argument, the Washington Supreme Court on January 18, 2024, reversed Division II and the Court and remanded the case for further proceedings.

6. After remand, the Parties began to mediate their dispute with Keith M. Kubik of the Kubik Mediation Group. There were two full mediation sessions, one on June 24, 2024, and another on April 17, 2025. Mr. Kubik also had numerous discussions with the Parties outside these sessions. After exhaustive, arms-length negotiations, the Parties finally reached an agreement in principle in May 2025.

7. This Action has been thoroughly litigated—not just on appeal, but also before this Court. When the Parties reached an agreement in principle, trial was set for August 25, 2025. The Parties have engaged in extensive discovery, including the production of approximately 30,000 documents by Defendant, approximately 4,500 documents by the Named Plaintiffs, and approximately 4,000 documents from third parties; the exchange of written discovery requests and responses; the deposition of each of the Named Plaintiffs; and the deposition of witnesses for Defendant.

8. Before entering into this Settlement Agreement, Class Counsel conducted a thorough assessment of the relevant law, facts, and allegations to assess the merits and strengths of the claims and potential defenses thereto, and, based on that assessment, believe that the Settlement Agreement reflects a fair, reasonable, and adequate resolution of the Settlement Classes' claims, which they continue to believe are meritorious, when balanced against the risks associated with continuing to litigate them and the time it would take to secure a recovery (if any).

II. DEFINITIONS

9. In addition to the terms defined elsewhere in the Settlement Agreement, the following terms used here shall have the meanings specified below.

10. "Court" means the Superior Court of Pierce County.

11. “Class Counsel” means Keller Rohrback L.L.P. in its capacity as counsel for the Settlement Classes.

12. “Escrow Account” means an interest-bearing escrow account maintained by the Escrow Agent, which account shall continue to be under the exclusive control of Class Counsel.

13. “Escrow Agent” means CPT Group, Inc., the company designated by Class Counsel to maintain the Escrow Account.

14. “Escrow Agreement” means the agreement between Class Counsel and the Escrow Agent, setting forth the terms under which the Escrow Agent has maintained, and shall continue to maintain, the Escrow Account.

15. “Fee and Expense Award” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their attorneys’ fees and expenses in connection with the Action and the Settlement.

16. “Email Notice” means the Court-approved notice to be sent to Settlement Class Members for whom an email address is available (including those who may later file Requests to Opt-Out), substantially in the form attached as Exhibit D.

17. “Final” means, with respect to any order of a court, including the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal.

18. “Final Approval Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of determining whether Settlement should be finally approved as fair, reasonable, and adequate; ruling on an application for Service Awards; and ruling on an application for a Fee and Expense Award.

19. “Final Date” means the date on which the Judgment becomes Final.

20. “General Treatment Settlement Class” means all persons who were treated at the MultiCare Good Samaritan Hospital in Puyallup, Washington, between August 4, 2017, and March 23, 2018, and in 2018 received a notification form letter that was substantially identical

to the letter attached to this Settlement Agreement as Exhibit H, but who did not receive care from Cora Weberg.

21. “Judgment” means a separate judgment to be entered by the Court, pursuant to CR 54 and 58, dismissing the Action with prejudice, listing (in an exhibit) all persons who have timely and properly opted out of the Settlement Agreement as permitted by the Court, and reserving to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Settlement Agreement. The Judgment shall be entered substantially in the form set forth in Exhibit F.

22. “Long-Form Notice” means the Court-approved notice to be made available on the Settlement Website, substantially in the form attached as Exhibit C.

23. “Net Settlement Fund” means the Settlement Fund less (i) the Fee and Expense Award; (ii) the Service Awards; (iii) Notice and Administration Costs; and (iv) such other costs, expenses, or amounts as may be awarded or allowed by the Court.

24. “Notice” means, collectively, the Postcard Notice, Email Notice, and Long-Form Notice.

25. “Notice Plan” means the proposed plan of providing Notice to the Settlement Classes.

26. “Notice and Administration Costs” means (i) the costs, fees and expenses that are incurred in connection with the Notice Plan; (ii) any costs, fees and expenses that are incurred by the Escrow Agent; and (iii) other reasonable costs, fees and expenses that are incurred in connection with administration of the settlement, including the Plan of Allocation.

27. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement Agreement in accordance with Section X and other related terms of this Settlement Agreement in order to qualify them to be able to object to the Settlement.

28. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order

and Class Notice by which a Request to Opt-Out must be filed with the Settlement Administrator in accordance with Section IX and the other related terms of this Settlement Agreement in order for a Settlement Class Member to be excluded from the Settlement Classes.

29. “Parties” means, collectively, the Named Plaintiffs, the Settlement Classes, and Defendant.

30. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund or such other plan of allocation as the Court may approve.

31. “Preliminary Approval Order” means the order preliminarily approving this Settlement Agreement and directing the provision of notice, substantially in the form attached as Exhibit A.

32. “Postcard Notice” means the Court-approved short-form notice to be directly mailed to Settlement Class Members (including those who may later file Requests to Opt-Out) in accordance with the Notice Plan, substantially in the form attached as Exhibit E.

33. “Released Claims,” means, with respect to Settlement Class Members, to the fullest extent permitted by law or equity, any and all claims and causes of action of every nature and description, whether arising under federal state, common or foreign law, or any other law, rule, or regulation, that were asserted, or that arise out of the same underlying allegations asserted, in the Action.

34. “Released Parties” means Defendant and Defendant’s successors, assigns, parents, subsidiaries, affiliates, principals, officers, directors, employees, agents, attorneys, advisors, representatives, heirs, administrators, and insurers, including but not limited to Berkshire Hathaway Specialty Insurance and National Fire & Marine Insurance Company.

35. “Request to Opt-Out” means a timely written request from a Settlement Class Member who seeks to opt out of the Settlement Classes, and which complies with the requirements in Section IX of this Settlement Agreement.

36. “Service Award(s)” means the incentive/service awards for the Named Plaintiffs

as approved by the Court.

37. “Settlement Administrator” means CPT Group, Inc.

38. “Settlement Classes” means the Weberg Treatment Settlement Class and General Treatment Settlement Class, with the exception of:

A. persons who have entered into an individual release of claims with Defendant that extinguished the Released Claims;

B. persons who file Requests to Opt-Out in accordance with this Settlement Agreement and the Class Notice or who properly and timely excluded themselves after receiving notice of class certification in 2020;

C. the officers and directors of Defendant; and

D. the presiding judge and any judicial staff involved in this Action.

39. “Settlement Class Member” means any member of the Settlement Classes.

40. “Settlement Fund” means the sum of \$4 million in United States dollars, which has been deposited in the Escrow Account.

41. “Settlement Website” means a website that will be referenced in the Postcard Notice and Email Notice and that will contain detailed information about the Settlement Agreement for the benefit of the Settlement Classes.

42. “Taxes” means all federal, state, or local taxes of any kind imposed on, or measured by reference to or in connection with any income earned by, the Settlement Fund and the expenses and costs incurred in connection with the taxation or tax treatment of the Settlement Fund (including, in each case and without limitation, interest, penalties, additions to tax and the reasonable expenses of tax attorneys and accountants).

43. “Tax Expenses” means any tax-related expenses and costs incurred in connection with the operation and implementation of this Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns or other tax-related documentation

(including those described in Section XII)).

44. “Treas. Reg.” means the United States Treasury regulations.

45. “Weberg Treatment Settlement Class” means all persons who were treated at the MultiCare Good Samaritan Hospital in Puyallup, Washington, between August 4, 2017, and March 23, 2018, who received care from Cora Weberg, and in 2018 received a notification form letter that was substantially identical to the letter attached to this Settlement Agreement as Exhibit H.

III. SETTLEMENT CONSIDERATION

46. In consideration of the Released Claims against the Released Parties, Defendant is obligated to ensure that the Settlement Fund has been paid for the benefit of Settlement Class Members in the manner described in this Section III.

47. Defendant is obligated to ensure that the Settlement Fund has been deposited into the Escrow Account, with the Escrow Agent, CPT Group, Inc., as payee. Other than the obligation of Defendant to ensure that the amount of the Settlement Fund has been paid to the Escrow Agent, Defendant does not have any obligation to make any payment into the Escrow Account pursuant to this Settlement Agreement. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or does not become Final for any reason, then the funds in the Escrow Account shall be promptly released and returned to Defendant (along with all accrued interest).

48. The interest earned on the Settlement Fund (including interest earned on the Settlement Fund after it was deposited in the Escrow Account but prior to the date of the execution of this Settlement Agreement) shall be allocated as set forth in the Plan of Allocation. If the Settlement Agreement does not become Final and the Settlement is terminated, the interest earned on the Settlement Fund shall be for the benefit of Defendant.

49. The Settlement Fund shall be used to pay (i) the Fee and Expense Award; (ii) the Service Awards; (iii) Notice and Administration Costs; and (iv) such other costs, expenses, or

amounts as may be awarded or allowed by the Court. The balance remaining in the Settlement Fund (the Net Settlement Fund) shall be distributed to Settlement Class Members as provided in the Plan of Allocation.

50. Defendant has no responsibility or liability for the maintenance, preservation, investment, or distribution of any amount of the Settlement Fund or the Net Settlement Fund.

51. Class Counsel may pay from the Escrow Account, without further order of the Court, all reasonable Notice and Administration Costs. If this Settlement Agreement is terminated pursuant to its terms, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to Defendants.

52. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Final Date. All funds held by the Escrow Agent are deemed to be in the custody of the Court and remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement or further order of the Court.

IV. RELEASE OF CLAIMS

53. The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition of the Action as against Defendant, and shall fully and finally release any and all Released Claims as against all Released Parties.

54. Pursuant to the Judgment, upon the Final Date, Named Plaintiffs and each of the Settlement Class Members, on behalf of themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs, executors, administrators, predecessors, successors, or assigns shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed all Released Claims, and covenant not to pursue any or all Released Claims against any Released Party.

55. Pursuant to the Judgment, upon the Final Date, Defendant and each of the other Released Parties shall be deemed by operation of law to have released, relinquished, waived,

discharged, and dismissed each and every claim relating to the institution or prosecution of the Action by Named Plaintiffs, Class Counsel, and Settlement Class Members.

V. PRELIMINARY AND FINAL APPROVAL

56. After the execution of this Settlement Agreement, Class Counsel shall submit the Settlement Agreement together with its exhibits to the Court and shall move the Court for preliminary approval of the Settlement Agreement. Class Counsel shall also submit a copy of a proposed form of a Preliminary Approval Order, in substantially the form set forth attached as Exhibit A.

57. The Preliminary Approval Order shall:

- A. certify the Settlement Classes, appoint Plaintiff A.B. as representative of the Weberg Treatment Settlement Class, appoint Plaintiffs G.T. and M.N. as representatives of the General Treatment Settlement Class, and appoint Class Counsel as counsel for the Settlement Classes;
- B. preliminarily approve the Settlement as fair, adequate, and reasonable to Settlement Class Members;
- C. determine that Class Counsel have and had the authority to execute this Settlement Agreement on behalf of the Named Plaintiffs and the Settlement Classes;
- D. determine that the Notice Plan complies with all legal requirements, including but not limited to due process;
- E. appoint the Settlement Administrator;
- F. direct that Notice be given as provided in this Settlement Agreement;
- G. provide that any objections by any Settlement Class Member to the Settlement Agreement shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such objector files

with the Court a written objection and (if applicable) notice of the objector's intention to appear, and otherwise complies with the requirements in Section X and the other related terms of this Settlement Agreement;

H. establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement Agreement, and/or in response to any valid and timely objections;

I. schedule the Final Approval Hearing on a date ordered by the Court, to be provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement Agreement should be approved as fair, reasonable, and adequate, and to determine 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;

J. provide that all Settlement Class Members will be bound by the order granting final approval to the Settlement Agreement and Judgment, except such persons who have timely and properly excluded themselves from the Settlement Classes;

K. maintain the Settlement Fund under the continuing jurisdiction of the Court; and

L. pending the Final Approval Hearing, stay all proceedings in the Action, other than the proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order.

58. If the court enters the Preliminary Approval Order and the Settlement Agreement

has not otherwise been terminated, then, after the Notice Plan is implemented, after expiration of the time for members of the Settlement Class to timely and properly exclude themselves from the Settlement Agreement or to file an objection, and in accordance with the schedule set by the Court, Class Counsel shall submit to the Court a motion for final approval of the Settlement Agreement and entry of the Judgment.

59. The order granting final approval of the Settlement Agreement, a proposed form of which Class Counsel shall submit along with the reply papers in support of the motion for final approval of the Settlement Agreement (after Defendant approves such proposed form), shall:

- A. grant final approval to the Settlement Agreement as fair, adequate, and reasonable to Settlement Class Members, and direct the consummation of the Settlement Agreement pursuant to its terms and conditions;
- B. determine that the Notice Plan was carried out in compliance with the Court's Preliminary Approval Order, and in full satisfaction of all applicable legal requirements;
- C. dismiss the Action with prejudice, and except as expressly provided for in this Settlement Agreement, without costs, in favor of Defendant and against all Settlement Class Members;
- D. declare that the Named Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally releases and forever discharges each of the Released Parties from the Released Claims; and
- E. reserve to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Settlement Agreement and the Judgment.

60. The Judgment shall be submitted along with the motion for final approval of the

Settlement Agreement.

VI. MOTION FOR FEE AND EXPENSE AWARD AND SERVICE AWARDS

61. At the time set by the Court in the Preliminary Approval Order, but no later than 21 days before the Objection Deadline, Class Counsel may apply for approval by the Court of a Fee and Expense Award, and Service Awards, to be paid from the Settlement Fund. The attorneys' fees for which Class Counsel may apply shall not exceed one third of Settlement Fund.

62. Within 10 days after the Court has ruled on Class Counsel's application for a Fee and Expense Award and Service Awards and entered the Judgment, the Settlement Administrator shall pay from the Settlement Fund any Fee and Expense Award approved by the Court into a trust account maintained by Class Counsel. In the event the Final Date does not occur, Class Counsel agree to repay the full Fee and Expense Award, plus interest at the rate earned by the Settlement Fund, to Defendant, within 14 days of Class Counsel's receiving written notice that Defendant is terminating the Settlement Agreement because the Final Date has not occurred. Defendant shall have responsibility for the payment of any Taxes due on interest repaid.

63. Class Counsel, and any other attorneys who are allocated any portion of the Fee and Expense Award, agree, as a condition of receiving payment of any portion of the Fee and Expense Award, that they are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Section VI. If Class Counsel fail to repay any portion of the Fee and Expense Award as required by this Section VI, the Court shall, upon application by Defendant and notice to Class Counsel, issue such orders as appropriate to compel compliance by Class Counsel and any other attorneys, and shall, if circumstances warrant, award reasonable attorneys' fees and expenses incurred by Defendant in connection with enforcement of the provisions of this Section VI.

64. Class Counsel shall have the sole and absolute discretion to allocate the Fee and

Expense Award amongst Class Counsel and any other attorneys. Defendant shall have no liability or other responsibility for allocation of any Fee and Expense Award.

65. The Parties agree that Class Counsel, on behalf of the Named Plaintiffs, may apply to the Court for a Service Award to each of the Named Plaintiffs, each of which shall not exceed \$5,000, for their services as class representatives. Any Service Awards approved by the Court shall be paid from the Settlement Fund within 10 days after the Final Date occurs. The Parties agree that the Court has the authority under this Settlement Agreement to issue Service Awards, and that the decision whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court.

66. This settlement was reached as a result of mediation conducted under the supervision of Keith Kubik. The Parties have not discussed payments of service or incentive awards or attorneys' fees and expenses in their negotiations of this Settlement Agreement and Defendant reserves all rights in connection with Class Counsel's application for a Fee and Expense Award and Service Awards.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

67. As soon as practicable after the execution of this Settlement Agreement, the Settlement Administrator will be paid out of the Settlement Fund an amount (to the extent such amount is not already paid) sufficient to cover the cost of the Notice Plan ("Initial Notice Payment"), as invoiced by the Settlement Administrator. This deadline for payment of the Initial Notice Payment may be extended by consent of the Parties and the Settlement Administrator.

68. After payment of the Initial Notice Payment, all subsequent amounts for Notice and Administration Costs (as invoiced by the Settlement Administrator or Escrow Agent and approved by Class Counsel) shall be paid out of the Settlement Fund within 30 days after the submission of an invoice by the Settlement Administrator or Escrow Agent. This deadline may be extended by consent of the Parties and, as applicable, the Settlement Administrator or Escrow Agent.

69. The Settlement Administrator has executed a confidentiality and non-disclosure agreement with Defendant and Class Counsel and will utilize best efforts to ensure that any information provided to it by Settlement Class Members, or for the benefit of Settlement Class Members, will be kept confidential and secure, and used solely for the purpose of effecting this Settlement.

70. At or before the time Class Counsel submits this Settlement Agreement to the Court for preliminary approval, Defendant shall provide the Settlement Administrator with the most current information it possesses regarding Settlement Class Members' email addresses, physical addresses, and any other similar contact information.

71. In fulfilling its responsibility to provide notice to Settlement Class Members, the Settlement Administrator shall be responsible for, without limitation, consulting on and designing the Notice to the Settlement Classes, although Notice shall be substantially consistent with the Postcard Notice, Email Notice, and Long-Form Notice attached as Exhibits C, D, and E, respectively.

72. The Settlement Administrator shall complete dissemination of Postcard Notice and Email Notice to the Settlement Class Members by 30 days after the Preliminary Approval Order.

73. The Settlement Administrator shall ensure that the Settlement Website is ready for use by Settlement Class Members by 30 days after the Preliminary Approval Order, as explained in more detail in the Declaration of Julie Green filed in support of the motion for preliminary approval and attached to this Settlement Agreement as Exhibit B.

74. A copy of this Settlement Agreement and Exhibits hereto, the motion for preliminary approval, the motion for Service Awards and Fee and Expense Award, the motion for final approval, and Court orders pertaining to the Settlement, shall be posted and available for download on the Settlement Website maintained by the Settlement Administrator. The information shall remain on the Settlement Website until distribution of all settlement benefits is substantially completed.

75. The Settlement Administrator will periodically provide information to Class Counsel and Defendant regarding objections and requests to be excluded from the Settlement Classes. By the business day preceding the day on which the reply papers in support of the motion for final approval of the Settlement are due, the Settlement Administrator shall inform Class Counsel and Defendant of the total number of objections to and requests to be excluded from the Settlement Classes (both timely and valid, and untimely or otherwise invalid).

VIII. PLAN OF ALLOCATION

76. The Plan of Allocation is set forth in Exhibit G to this Settlement Agreement, but is not incorporated by reference herein. Defendant shall have no liability or other responsibility for the Plan of Allocation.

77. This is a common-fund settlement. There will be no reversion of the Settlement Fund to Defendant upon the occurrence of the Final Date.

78. The Plan of Allocation is a matter separate and apart from the proposed Settlement Agreement and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement Agreement. The Plan of Allocation is a not a necessary term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that any particular plan of allocation be approved by the Court. Any order relating solely to the allocation of the Net Settlement Fund among Settlement Class Members or any request for further judicial review from any order relating solely thereto or reversal or modification thereof shall not operate to terminate the Settlement Agreement.

IX. OPT-OUTS

79. Any persons wishing to exclude themselves from the Settlement Agreement must submit a Request to Opt-Out to the Settlement Administrator that shall be postmarked no later than the Opt-Out Deadline.

80. The Settlement Website shall contain a printable form for Requests to Opt-Out.

81. 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.

82. 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 Settlement Class Member who does not submit a Request to Opt-Out shall be a Settlement Class Member and shall be bound by all terms of this Settlement Agreement and the Judgment.

83. Opting out of, and objecting to, this Settlement Agreement are mutually exclusive options. Any person who properly opts outs of this Settlement Agreement is not a Settlement Class Member and lacks standing to object to the Settlement Agreement.

84. The Settlement Administrator shall send electronic copies of all Requests to Opt-Out to Class Counsel and counsel for Defendants. A list of the names of persons who have properly opted out under this Section IX shall be attached to the Judgment.

X. OBJECTIONS

85. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a written objection to the Court and Class Counsel on or before the Objection Deadline, as specified in the Preliminary Approval Order.

86. The written objection must include:

- A. the case name and number of the Action;
- B. the full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- C. a statement of whether the objection applies only to the objector, to a specific part of the Settlement Classes, or to the Settlement Classes as a whole;

- D. a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement, along with the caption of each case in which the objector has made such objection;
- E. a statement whether the objector has sold or otherwise transferred the right to their recovery in this Action to another person or entity, and, if so, the identity of that person or entity;
- F. a statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;
- G. a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and
- H. the objector's signature.

87. If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), these requirements may be excused by the Court upon a showing of good cause.

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

XI. MODIFICATION OR TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

89. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approval of the Court; provided, however, that, after entry of the order granting final approval of

1 the Settlement Agreement and the Judgment, the Parties may by written agreement effect such
2 amendments, modifications, or expansions of this Settlement Agreement and its implementing
3 documents without further approval by the Court if such changes are consistent with the Court's
4 order of final approval and the Judgment and do not materially alter, reduce, or limit the rights
5 of Settlement Class Members under this Settlement Agreement.

6 90. Defendant may, in its sole discretion, terminate this Settlement Agreement if
7 more than a specified number of individuals submit Requests to Opt-Out, as agreed to by the
8 Parties and submitted to the Court for in camera review. If Defendant elects to terminate the
9 Settlement Agreement under this provision, it shall provide written notice within 10 days
10 following the date on which the Settlement Administrator informs Defendant and Class Counsel
11 of the total number of Settlement Class Members who have submitted Requests to Opt-Out. If
12 Defendant terminates the Settlement Agreement under this provision, it shall be responsible for
13 only the Notice and Administration Costs actually incurred by the Settlement Administrator and
14 Escrow Agent as of the date of termination of the Settlement Agreement.

15 91. If this Settlement Agreement is not approved by the Court or the Settlement
16 Agreement is terminated or fails to become Final in accordance with the terms of this Settlement
17 Agreement, the Parties will be restored to their respective positions in the Action on May 19,
18 2025. In such event, the terms and provisions of this Settlement Agreement will have no further
19 force and effect with respect to the Parties and will not be used in this Action or in any other
20 proceeding for any purpose, and any judgment or order entered by the Court in accordance with
21 the terms of this Settlement Agreement will be treated as vacated.

22 92. The Parties agree that the effectiveness of this Settlement Agreement is not
23 contingent upon the Court's approval of the payment of any Fee and Expense Award or Service
24 Awards. If the Court declines to approve, in whole or in part, an application for a Fee and
25 Expense Award or Service Awards, all remaining provisions in this Settlement Agreement shall
26 remain in full force and effect. No decision by the Court, or modification or reversal or appeal

1 of any decision by the Court, solely concerning the payment of a Fee and Expense Award or
2 Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this
3 Settlement Agreement.

4 **XII. TAX MATTERS**

5 93. The Released Parties and their counsel shall have no liability or responsibility for
6 any Taxes, Tax Expenses, or tax-related reporting or compliance with respect to the Escrow
7 Account, the Settlement Fund or any other matter contemplated by this Settlement Agreement.
8 Without limiting the generality of the preceding sentence, (i) all Taxes and Tax Expenses shall
9 be paid solely out of the Settlement Fund and (ii) all Taxes and Tax Expenses shall be treated as,
10 and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by
11 the Escrow Agent, as instructed by the Settlement Administrator, out of the Settlement Fund
12 without the need for any further authorization (including an order from the Court).

13 94. The Settlement Administrator shall comply with all legal requirements regarding
14 tax withholding, tax reporting, and tax compliance (including filing all tax returns and other
15 returns). Class Counsel shall provide such assistance as the Settlement Administrator reasonably
16 requests to enable the Settlement Administrator to comply with the preceding sentence. All
17 returns filed by the Settlement Administrator shall be consistent with this Section XII (including
18 with respect to the election described in Paragraph 96).

19 95. Notwithstanding anything in this Settlement Agreement or the Escrow
20 Agreement to the contrary, the Settlement Administrator is hereby authorized and instructed to
21 deduct and/or withhold from distribution to Settlement Class Members any (i) Taxes required to
22 be deducted or withheld by law (including under Treas. Reg. §1.468B-2(l)(2), if applicable) and
23 (ii) any funds necessary to pay Taxes or Tax Expenses (including the establishment of adequate
24 reserves for any Taxes and Tax Expenses). Any amount deducted or withheld in accordance
25 with this Paragraph shall be treated as having been paid to the person in respect of whom such
26 deduction or withholding was made.

96. The Parties agree to treat the Escrow Account at all times as a qualified settlement fund for U.S. federal income tax purposes within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-5. The Parties, the Settlement Administrator, and the Escrow Agent shall, and shall cause their affiliates to, take any action reasonably necessary to ensure the Escrow Account satisfies the requirements of Treas. Reg. §§ 1.468B-1 through 1.468B-5 (including the requirement to ensure that economic performance occurs at the time of the transfer to the Escrow Account pursuant to Treas. Reg. § 1.468B-3(c)). The Settlement Administrator shall be, and hereby is, appointed the “administrator” within the meaning of Treas. Reg. § 1.468B-2(k)(3). If the Settlement Administrator cannot or will not serve as the administrator in accordance with the preceding sentence, the administrator shall be such other professional settlement administrator firm as the Parties shall reasonably select.

97. The Parties agree to cooperate with the Settlement Administrator (and any person other than the Settlement Administrator that serves as the administrator of the qualified settlement fund as described in Paragraph 96), the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Settlement Agreement.

XIII. MISCELLANEOUS

98. When a period of time in this Settlement Agreement is stated in days, the period is computed by excluding the day of the event that triggers the period; counting every day, including intermediate Saturdays, Sundays, and legal holidays; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

99. When a period of time in this Settlement is stated in “business days,” however, the period is computed by excluding the day of the event that triggers the period; counting every day that is not a Saturday, Sunday, or legal holiday; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the

next day that is not a Saturday, Sunday, or legal holiday.

100. The Parties agree to cooperate in good faith and use their best efforts to effectuate all their respective obligations under the Settlement Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary in order to reach the Final Date, and to do so as quickly and efficiently as practicable. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provision that may become necessary to effectuate the terms of the settlement embodied in the Settlement Agreement, the Parties shall mediate the disagreement before Keith Kubik. The Parties shall not seek the Court's intervention until they have exhausted the mediation process.

101. This Settlement Agreement is made in compromise of a dispute. Regardless of whether the Court approves this Settlement Agreement, neither this Settlement Agreement nor anything that any of the Parties stated or did during the negotiation of this Settlement Agreement will be construed or used in any manner as an admission of liability or evidence of any person's fault, liability or wrongdoing. On the contrary, the Parties expressly deny any liability or wrongdoing whatsoever. Notwithstanding the foregoing restrictions in this Paragraph, Defendant may file this Settlement Agreement and the Judgment (if and when such Judgment is entered) in any action that may be or has been brought against it in order to support a defense, counterclaim or crossclaim.

102. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Named Plaintiffs and the Settlement Classes:

Cari Laufenberg
Benjamin Gould
Keller Rohrbach L.L.P.
1201 Third Avenue, Suite 3400

Seattle, WA 98101

To Defendant:

Michele C. Atkins

Joseph V. Gardner

FAVROS Law

3131 Elliott Avenue, Suite 300

Seattle, WA 98121

103. All of the Exhibits to this Settlement Agreement, with the exception of the Plan of Allocation, are an integral part of the Settlement Agreement and incorporated by reference as though fully set forth herein.

104. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed. This Settlement Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements.

105. The waiver by one party of any breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

106. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties have agreed to enter into this Settlement Agreement by electronic means and for electronic signatures to be binding.

107. This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any party hereto may merge, consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

108. The Parties agree that the amount paid and the other terms of this Settlement

1 Agreement were negotiated at arm's length and in good faith, including in connection with
2 mediations conducted by a professional mediator, and reflect a settlement that was reached
3 voluntarily after consultation with experienced legal counsel.

4 109. This Settlement Agreement was jointly drafted by the Parties. Named Plaintiffs,
5 Settlement Class Members, and Defendant shall not be deemed to be the drafters of this
6 Settlement Agreement or of any particular provision, nor shall they argue that any particular
7 provision should be construed against its drafter or otherwise resort to the *contra proferentem*
8 canon of construction.

9 110. The Parties have relied upon the advice and representation of counsel selected by
10 them, concerning their respective legal liability for the claims hereby released. The Parties have
11 read and understand fully the above and foregoing agreement and have been fully advised as to
12 the legal effect thereof by counsel of their own selection and intend to be legally bound by the
13 same.

14 111. Except as otherwise provided herein, each Party shall bear its own costs.

15 112. Named Plaintiffs represent and warrant that they have not assigned, transferred,
16 or otherwise disposed of any claim or right or interest therein as against the Released Parties to
17 any other person or party and that they are fully entitled to release the same.

18 113. Each counsel or other person executing this Settlement Agreement, any of its
19 exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and
20 represents that such person has the full authority to do so and has the authority to take
21 appropriate action required or permitted to be taken pursuant to the Settlement Agreement to
22 effectuate its terms.

23 114. The Parties agree to cooperate in good faith to ensure that any descriptions of this
24 Settlement Agreement in the media or in any public forum are fair and accurate. None of the
25 Parties will make any press communications announcing the settlement of the Action without
26 consultation with the others.

1 115. This Settlement Agreement shall be governed by and construed in accordance
2 with the laws of the State of Washington, without regard to any conflict of laws principles that
3 would result in applying the substantive law of a jurisdiction other than the State of Washington.

4 IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have duly
5 executed this Settlement Agreement through and by their respective counsel as of September 15,
6 2025.

1 KELLER ROHRBACK L.L.P., Class Counsel, on
2 behalf of the Named Plaintiffs and Settlement
Classes:

3 Signed by:
4 *Cari Campen Laufenberg*
By 48D925A280C44F4...
Cari Campen Laufenberg, WSBA # 34354
1201 Third Ave., Suite 3400
Seattle, Washington 98101
Telephone: (206) 623-1900

FAIN ANDERSON VANDERHOEF ROSENDAHL
O'HALLORAN SPILLANE, PLLC, on behalf of
Defendant MultiCare Health Systems, Inc.:

Signed by:
Joseph V. Gardner
By 61AA38D82D04488...
Joseph V. Gardner, WSBA #53340
3131 Elliott Avenue
Suite 300
Seattle, Washington 98121
joe@favros.com

Exhibit A

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.

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

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

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

II. APPROVAL

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

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

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

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

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

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

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

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

III. NOTICE AND SETTLEMENT ADMINISTRATION

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

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

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

11. The Court further finds that the Notice Plan meets the requirements of CR 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably 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,

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

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

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

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

17 IV. OPT-OUTS

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

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

26 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 _____ ,
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 _____ , 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 _____, 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 _____, 2025 [77 days after the issuance of the Order and 14 days after the Objection and Opt-Out Deadlines].

22. No later than _____, 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 _____, 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 _____, 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.

25. The Settlement Fund shall remain subject to the continuing jurisdiction of the Court.

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 _____ day of September, 2025.

HONORABLE GRANT BLINN

Exhibit B

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

**DECLARATION OF JULIE N. GREEN
SETTLEMENT ADMINISTRATOR
REGARDING THE NOTICE PLAN
AND SETTLEMENT
ADMINISTRATION**

1 I, Julie N. Green, declare and state as follows:

2 1. I am the President of CPT Group, Inc. ("Settlement Administrator" or "CPT"). The
3 following statements are based on my personal knowledge, the information provided to me by
4 Counsel for the parties and other CPT employees working on this matter, and records of CPT
5 generated and maintained in the usual course of its business. If called on to do so, I could and
6 would testify competently thereto.

7 2. I submit this declaration at the request of Class Counsel in support of the Motion
8 for Preliminary Approval of Amended Class Action Settlement.

9 3. For this matter, CPT is able and willing to provide Notice and Claims
10 Administration services as provided in the Amended Class Action Settlement Agreement
11 ("Amended Settlement Agreement"), if Plaintiffs' motion for preliminary approval is granted by
12 the Court.

13 4. I have been employed by CPT for over 20 years, managing the operations and
14 supervising multiple notice and claims administration programs. As President, I am responsible
15 for the oversight of the entire organization including the departments related to administration of
16 class action matters and ensure the superior quality and successful execution of each component
17 required to complete the settlement process. In my career at CPT, I have been responsible for the
18 oversight, design and/or implementation of thousands of class action notice plans.

19 5. As a company, CPT has extensive experience in providing court-approved notice
20 of class actions and administering various types of notice programs and settlements. In the past
21 40-plus years, we have provided notification and/or claims administration services in thousands
22 of class action cases. CPT offers a wide range of class action administrative services for
23 developing, managing and executing all stages of integrated settlement plans. A true and correct
24 copy of CPT's company resume ("CPT CV") is attached as **Exhibit A**, which provides detailed
25 information concerning our class action claims administration qualifications, experience, as well
26 as our Information Security Statement that details CPT's procedures for the protection of
confidential class member information.

6. Except for CPT's own counsel, which is not one of the law firms representing the parties, CPT does not have affiliation with any law firm or attorney. Neither CPT nor I have any affiliation with the law firms representing the parties in this matter.

7. Due to the sensitive nature of settlement administration, CPT follows a series of strict protocols to protect the integrity of our work that include, but are not limited to, the following: employing security controls and procedures throughout our business that comply with AICPA SOC 2 Type II;¹ requiring the secure file transfer of all class member data, account and wire information; multifactor authentication to secure all email accounts; monitoring each endpoint with modern Data Loss Prevention (“DLP”) software, which is designed to detect and prevent the unauthorized access, use, or transmission of data; implementation of strict policy regarding the transmittal and storage of sensitive information; requiring staff to complete regular cyber security training; and monthly external and internal vulnerability scans to ensure the integrity of our security measures. Further, to protect against potential losses, CPT holds \$5,000,000 in Errors and Omissions insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber insurance.

NOTICE AND ADMINISTRATION OVERVIEW

8. CPT was selected in the above-captioned matter to provide administration services for this Settlement. In this capacity, CPT will complete the tasks detailed in or authorized by the Amended Settlement Agreement, and/or as otherwise set out by Court order. These include the following: (a) prepare, print and otherwise disseminate notification of the pending settlement to the Settlement Class Members; (b) establish a dedicated toll-free 24-hour support line with Interactive Voice Response (“IVR”) capabilities; (c) establish a dedicated Settlement Website that will, among other things, inform Settlement Class Members of the terms of the Settlement and allow them to select their preferred settlement payment method; (d) receive objections submitted

¹ AICPA, the American Institute of Certified Public Accountants, sets standards for “System and Organization Controls,” or SOC, for service organizations. SOC 2 evaluates an organization’s controls for ensuring the security, availability, processing integrity, confidentiality, and privacy of information. An SOC 2 Type II report assesses those controls over a period of time, while an SOC 2 Type I report assesses those controls at a single point in time. *See also* Exhibit A, Information Security Statement, ¶ 9.

1 by Settlement Class Members; (e) receive and validate requests for exclusion submitted by
2 Settlement Class Members; (f) notify the parties of Settlement Class Members who file timely
3 requests for exclusion; (g) receive other communications about the settlement; (h) provide secure
4 data management and reporting; (i) file any required reports with the court; (j) establish a
5 Qualified Settlement Fund for authorized claimants; (k) calculate the amounts due to each
6 Settlement Class Member pursuant to the settlement; (l) make payments to Settlement Class
7 Members through the established fund and file all applicable tax returns; and (l) handle any
8 uncashed checks as directed by the court.

9 CLASS NOTICE

10 9. CPT understands that, under the Amended Settlement Agreement, a Settlement
11 Class Member means:

12 Any person who was treated at the MultiCare Good Samaritan
13 Hospital in Puyallup, Washington, between August 4, 2017,
14 and March 23, 2018, and in 2018 received a notification form
15 letter that was substantially identical to the letter attached to the
16 Amended Settlement Agreement as Exhibit H, with the
17 exception of (1) persons who have entered into an individual
18 release of claims with Defendant that extinguished the
19 Released Claims; (2) persons who file Requests to Opt-Out in
20 accordance with the Amended Settlement Agreement and the
21 Class Notice or who properly and timely excluded themselves
22 from the Weberg Treatment Class or General Treatment Class
23 after receiving notice of class certification in 2020; (3) the
24 officers and directors of MultiCare; and (4) the presiding judge
25 and any judicial staff involved in the Action.
26

21 10. CPT understands that Email Notice and Postcard Notice will be directed to all
22 Settlement Class Members for whom MultiCare has contact information (i.e., mailing address,
23 and to the extent available, email address). In July 2025, MultiCare provided CPT with updated
24 contact information for the majority of Settlement Class Members, and CPT understands that
25 MultiCare is currently searching its records to provide updated contact information, to the extent
26 it is available, for the remainder of Settlement Class Members. CPT will assign a unique identifier
to each person in the list that will be used throughout the duration of the settlement administration

1 process. The proposed notification program will include the components as described below, and
2 will be performed on the timeline established by the Preliminary Approval Order, which CPT has
3 reviewed.

4 **11. Direct Notice:**

- 5 a. CPT will disseminate the Postcard Notice (bi-fold format) via U.S. mail to
6 all Settlement Class Members for whom a valid mailing address is
7 available. Prior to mailing, to increase the success rate of deliverability,
8 CPT will scrub the records to reduce anomalies and duplicates and update
9 the mailing addresses using National Change of Address (NCOA). Any
10 mailed notices that are returned as undeliverable from the post office will
11 be promptly re-mailed if returned with a forwarding address or skip traced
12 in attempt to find the current addresses and promptly re-mailed if
13 ascertained.
- 14 b. CPT will disseminate the Email Notice via email to all Settlement Class
15 Members for whom a valid e-mail address is available. Settlement Class
16 Members that receive the Email Notice will also receive the Postcard
17 Notice.

18 **12. Website:** CPT will establish and administer a dedicated Settlement Website that
19 will be informative and easy for members of the Settlement Classes to navigate. The Settlement
20 Website will include links to the Amended Settlement Agreement, Preliminary Approval Order,
21 Motion for Service Awards and Fee and Expense Award, Motion for Final Approval, Long Form
22 Notice, a downloadable version of the Opt-Out Form, Frequently Asked Questions, and other
23 relevant filings as instructed by the parties or the Court. In addition, the website will include a
24 page where Settlement Class Members can securely submit their W9 information and select a
25 preferred settlement payment method from a menu of options including PayPal, Venmo, Zelle,
26 ACH and paper check. The website address or a hyperlink will also be displayed on all summary
notifications described above. A Spanish-language version of the Settlement Website will also be
made available.

1 13. **Streamlining the need to collect W9 information:** CPT will need to report the
2 payments to the Settlement Class Members to the Internal Revenue Service. To do so, CPT needs
3 Settlement Class Members' W9 information. In consultation with Class Counsel, CPT will
4 provide a simple and straightforward way for Settlement Class Members to provide that
5 information. First, the Postcard Notice will include a QR code that if scanned on a mobile device
6 will take Settlement Class Members directly to the portion of the Settlement Website where they
7 can enter the required W9 information and, if desired, select an electronic means of payment
8 rather than payment by check. The Postcard Notice will also include the URL that will take
9 Settlement Class Members to the same webpage. The Email Notice will include a link that, if
10 clicked, will take Settlement Class Members directly to the portion of the Settlement Website
11 where they can enter the required W9 information. The interface through which Settlement Class
12 Members will enter their W9 information will be streamlined. It will be prepopulated with their
13 physical address, which they can edit if it is incorrect. It will also enable them to enter their Social
Security Numbers securely.

14 14. **Toll-Free Number/IVR/Live Class Member Support:** CPT will establish a
15 dedicated 24-hour, toll-free support line with Interactive Voice Response ("IVR") capabilities to
16 provide potential members of the Settlement Class with: (a) general and detailed information
17 about the Action; (b) answers to frequently asked questions; (c) information relating to filing a
18 claim form or opt out; and (d) bilingual, live class member support during normal business hours.
19 This toll-free support line will be able to assist Settlement Class Members who are unable to
20 submit the necessary W9 or electronic payment election via the Settlement Website.

21 15. In addition, CPT will maintain a dedicated email inbox for handling inquiries from
22 potential Settlement Class Members.

23 **PROCESSING OF RESPONSES FROM CLASS**

24 16. CPT understands that Objections and Opt-Outs must be served in writing as
25 instructed in the Notice. CPT will maintain a record of and inform the parties of all Opt-Out
26 requests submitted by Settlement Class Members, as well as any Objections CPT may receive.

ADMINISTRATION FEES

17. CPT estimates its costs for the notice and administration of this Settlement will be approximately \$32,000. CPT understand that the costs related to administration will be paid from the Settlement Fund.

CONCLUSION

18. The proposed Notice Plan includes individual direct notice to all members of the Settlement Class who can be identified through reasonable efforts as well as a Settlement Website and toll-free hotline. Based on our experience with similar cases, the notice program described herein is consistent with other court-approved notice programs and will provide Settlement Class Members with notice of their legal rights and comports with due process requirements.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on September 15, 2025, at Irvine, California.


JULIE N. GREEN

4926-2864-5737, v. 1

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.



EXPERIENCE

CPT Group, Inc. has a proven track record of successfully administering complex class action settlements across a broad range of practice areas, including cases with millions of class members. With over four decades of experience, CPT is trusted by courts nationwide as a third-party administrator for high-stakes, large-fund settlements. Below are highlights from several relevant cases we've handled:

CONSUMER PROTECTION

Stevens v. Britax Child Safety, Inc., Case No. 2:20-cv-07373-MCS-AS (C.D. Cal)

Administration tasks for this hybrid settlement included dissemination of the summary notice by email or mail to known consumers and implementation of an extensive digital and social media campaign to reach unknown consumers, which encompassed internet publication through DV360, paid and keyword search (Google/Bing), and social media advertising on Facebook, Instagram, and OLV (YouTube). Additional efforts included a press release and four consecutive print publications in the Los Angeles Times. Further, a dedicated settlement website was established to access court-approved documents, facilitate online claims submission, and offer real-time case information to potential settlement class members.

Pope, et al. v. Cura Partners, Inc., State of Oregon, Multnomah County Circuit Court, Case No. 20CV05932

While administering this consumer settlement, CPT designed and implemented a multi-faceted notice program to effectively reach and engage the potential class population of 172,000 members. The comprehensive outreach strategy integrated multiple communication channels, anchored by a targeted digital media campaign that strategically placed settlement information where potential class members were most likely to encounter it. This digital approach was complemented by traditional print publication, creating multiple touchpoints for class awareness. Central to the administration strategy was an interactive settlement website that served as the primary hub for class member engagement and streamlined claims submission. The settlement's modern approach extended to its payment distribution, offering claimants flexibility through multiple digital payment options. This technology-forward distribution strategy provided class members convenient, secure payment choices while optimizing administrative efficiency.

Treviso v. Pro Football Hall of Fame, Case No. 5:17-cv-00472 (N.D. Ohio)

CPT executed a sophisticated administration strategy for this consumer settlement, beginning with a meticulously researched notice campaign tailored to reach the presumed target audience. The comprehensive digital strategy integrated paid search campaigns, programmatic display advertising, strategic social media placements, and online video (OLV) content. This layered approach proved highly effective, generating an impressive 5,080,887 impressions during the 40-day recruitment campaign. To further enhance accessibility, the notice program incorporated direct communication methods through email and text message notifications, ensuring multiple touchpoints for potential class members. The settlement's complexity was particularly evident in its claims validation requirements, which demanded a thorough review of multiple documentation types, including proof of travel, accommodation records, and event attendance verification through tickets or other supporting evidence. This rigorous validation process, combined with the sophisticated notice program and user-friendly claims platform, demonstrated CPT's ability to manage intricate settlement requirements while maintaining efficient and accessible administration practices.

DATA BREACH

Patricia Tafelski, et al. v. Logan Health Medical Center, Montana Eighth Judicial District Court, Case No. 19CV45421 and ADV-22-0124

CPT administered this data breach settlement reaching approximately 213,500 class members through a comprehensive notice program featuring double postcards and strategic reminders. The administration centered on an interactive settlement website that served as an information hub for class members. CPT implemented a flexible benefits distribution system offering multiple payment options, including electronic transfers, paper checks, and credit monitoring activation codes. To maximize participation, CPT executed targeted follow-up campaigns via email and phone to encourage check cashing.

Harkey-Kirk v. California Department Of Public Health, Sacramento County Superior Ct, Case No. Case No.: 34-2019-00260616

In addressing this privacy matter under the Confidentiality of Medical Information Act, CPT implemented a comprehensive strategy to issue a notice of class certification. Our approach included targeted outreach through traditional print publication, a robust media campaign across platforms like Facebook, Instagram, and YouTube, and a precision-driven paid search campaign on both Bing and Google. Additionally, our programmatic display advertising, facilitated through a DSP platform, created a dynamic and visually engaging presence across various online spaces. The campaign's visibility was enhanced by a press release distributed via PR Newswire, ensuring comprehensive information reached both the public and the media.

Hinds v. Community Medical Centers, Inc., San Joaquin County Superior Court , Case No. STK-CV-UNPI-2021-0010404

CPT Group effectively managed this \$1.9 million data breach settlement through multiple communication channels, including direct mail notices to over 600,000 class members and a dedicated settlement website where claimants could access court documents and submit claims electronically. A 24-hour toll-free support line with IVR capabilities provided continuous assistance. These comprehensive efforts resulted in over 11,000 claim submissions, with claimants choosing between cash benefits or credit monitoring services.



EXPERIENCE

LABOR & EMPLOYMENT

Nevarez, et al. v. Costco Wholesale Corporation, Los Angeles County Superior Court, Case No. 19STCV10017

To apprise settlement class members of the \$8,750,000 wage and hour settlement, CPT implemented a dual-notification approach that leveraged email and physical mail communications to effectively reach the substantial class size of 96,677 members. Over \$5,000,000 was designated as the net settlement amount for distribution among participating class members from the gross settlement amount. The settlement administration was particularly notable for its inclusion of gift card distribution to qualified participants, adding complexity to the distribution process by requiring the management of both monetary and non-monetary benefits.

Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373

(Top Settlements, 2020) Administration of this \$78,000,000 employment settlement demonstrated the complexity of managing high-value, multi-year distributions. The notice program began with direct mail outreach to settlement class members, a comprehensive settlement website, and toll-free class member support. The settlement's significant monetary component required careful administration, with distributions totaling over \$49,000,000 executed over three years. The substantial individual awards, averaging approximately \$100,000 per claimant, reflected the serious nature of the underlying claims and required meticulous verification and distribution protocols. The high average award amount and multi-year distribution schedule distinguished this as one of the more complex employment settlements of 2020.

Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545

(Top Settlements, 2019) CPT implemented a sophisticated communication strategy that integrated multiple outreach channels to notify settlement class members in this \$130,000,000 wage and hour settlement. The notice program leveraged both email and SMS text messaging in English and Spanish, ensuring broad accessibility across the linguistically diverse class population. A comprehensive settlement website served as an information hub, featuring an online claim portal. CPT supported class member engagement through a dedicated toll-free hotline. The effectiveness of these notice methods was demonstrated by the impressive 57% claimant response - a strong result that helped secure final approval from the court. This settlement's size and successful administration marked it as one of the largest employment settlements in California that year.

Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888

(Top Settlements, 2019) Notice methods in this \$26,000,000 wage and hour settlement featured a multi-channel approach. Primary notice was delivered through direct mail and email in English and Spanish, accommodating the workforce's linguistic diversity. A dedicated settlement website was a comprehensive resource, hosting case documents, court filings, frequently asked questions, settlement agreement details, and opt-out/objection forms. All website materials were available in both English and Spanish. For additional support, a toll-free hotline was staffed by trained bilingual representatives.

Alvarez, et al v. XPO Logistics Cartage, LLC, 2:18-cv-03736-RGK-E (C.D. Cal)

In administering this \$20 million wage and hour settlement, CPT executed a comprehensive bilingual notice program, disseminating materials in both English and Spanish while managing the critical task of collecting W-9s from prospective class members. CPT implemented a strategic follow-up campaign to optimize response rates, including targeted reminder postcards to non-responding individuals. The settlement distribution was executed in two phases: an initial disbursement to all eligible class members and a supplemental distribution to those who had promptly negotiated their initial settlement payments.

Abdullah v U.S. Security Associates, Inc., San Diego County Superior Court, Case No. 2:15-cv-09-00984 PSG-E

(Top Settlements, 2018) CPT successfully administered this substantial \$21 million settlement, implementing a comprehensive notice and communication program for a class exceeding 22,000 members. The multi-channel outreach strategy included direct mail notification, a dedicated settlement website, and a toll-free support line to ensure class members had ready access to case information and assistance. The administration required sophisticated tax compliance measures, with CPT managing the intricate coordination of settlement benefit distribution alongside required tax documentation. This included the timely issuance of settlement payments with corresponding W2 and 1099 tax forms to all eligible class members, maintaining strict adherence to tax regulations and reporting requirements.

Cruz & Johnson v. Wal-Mart Associates, Inc., et. al., Los Angeles & San Bernardino County Superior Courts of California, Case Nos. 18STCV03128 and CIVDS1602699

(Top Settlements, 2021) In this significant 2021 PAGA settlement, CPT administered a \$15 million resolution reaching over 320,000 aggrieved employees through direct mail notification. The administration included comprehensive tax compliance, with CPT coordinating the distribution of settlement checks and corresponding 1099 forms to eligible participants. This consequential wage-and-hour settlement exemplified the effectiveness of PAGA enforcement in addressing workplace compliance issues.

Valdez v. Starbucks Corporation, Superior Court of the State of California, County of Riverside, Case No. PSC1908409

CPT administered a \$3 million PAGA settlement benefiting 138,000 aggrieved employees. The distribution process included coordinated issuance of settlement checks and corresponding 1099 tax forms. CPT managed the disposition of uncashed funds through a Cy Pres distribution, ensuring the full settlement value served its intended public benefit.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN **President** **Notice Expert**

Julie brings 20 years of leadership excellence to CPT Group as one of the industry's foremost experts in legal notice administration. Having personally designed and overseen thousands of class action notice programs, Julie's expertise spans compliance, notice strategy, and regulatory adherence, enabling CPT to successfully administer even the most complex settlements.

As President, Julie oversees all operational aspects while maintaining her commitment to neutrality and client confidentiality. Her background, with degrees in Drama, and Psychology & Social Behavior from the University of California, Irvine, provides unique insights into effective communication and stakeholder management. Julie's innovative leadership continues to drive CPT's position at the forefront of class action administration.

RANDI J. MARTZ, **EVP Business Development & Strategy** **Notice Expert**

Randi brings over 17 years of experience to CPT Group. Her role is crucial in analyzing settlement requirements for legal notification through various research methods and data analysis. Randi's expertise lies in finding efficiencies to implement cost savings for RFPs and developing strategic plans to grow the business.

As a liaison between the Business Development and Operations Teams, Randi plays a vital role in identifying critical opportunities to strengthen settlement and client objectives. Her educational background in Business Administration from California State University, Fullerton, provides a solid foundation for her multifaceted role at CPT.

JACQUELINE N. KOH **VP Operations**

Jackie brings nearly two decades of hands-on experience and strategic leadership to CPT Group. Since joining the company 18 years ago, Jackie has become a vital force in shaping CPT's operational excellence and client service delivery. In her role, she oversees key operational departments including Case Management, Disbursement, Claims Processing, Mailing, and the Call Center. Jackie drives operational strategies that align with CPT's growth trajectory and industry reputation. Her deep understanding of the full settlement lifecycle—from court approval and process optimization to client coordination and fund distribution—positions her as a trusted advisor throughout the administration process. Jackie's legal foundation includes prior roles as a paralegal at the Orange County District Attorney's Office and several top law firms. She holds a B.A. in International Relations and Law & Public Policy from the University of Southern California and completed her Paralegal Studies at UCLA.

TREVOR JONES **Chief Technology Officer**

Trevor leads CPT's technology vision, systems architecture, and business intelligence strategy to support high-volume, complex case administration. With over two decades of technology leadership experience, including executive roles at VIZIO and Veritone overseeing business operations, IT, and AI-driven analytics, Trevor brings proven expertise in driving innovation, scalability, and operational efficiency.

His specialized knowledge in enterprise innovation, data analytics, and operational strategy strengthens CPT's technological capabilities while ensuring continued excellence in class action administration. Trevor's leadership enables CPT to leverage cutting-edge solutions that enhance both service delivery and operational performance.

Trevor holds a B.S. in Mathematics/Economics from UCLA and actively contributes to the Orange County tech community as a coach and thought leader.

TIM PHILLIPS, **Senior Vice President, Business Development**

Tim Phillips has been a member of CPT Group since 2010, and in the attorney service and litigation support industry for 15 years. As a senior staff member of the sales team, Tim is an intricate piece of the overall puzzle and has been a driving force behind the success at CPT. His leading sales, consulting, and marketing strategies have established CPT as a premier Class Action Settlement Administrator. Tim has proven to be the leading wage and hour consultant in California and brings in over 200 settlements a year in all realms of class action. Tim provides exemplary service to his clients with a steadfast goal that longevity of the relationship is most important.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL

ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

ALEJANDRA ZARATE **Supervising Case Manager**

Alejandra Zárate is one of CPT Group's Supervising Case Managers. In her role, she is responsible for the onboarding and intake of new cases, as well as the training of new Case Managers. Alejandra started with CPT Group in 2007 in the Claims Department and joined the Case Management team in 2009. Her experience at CPT Group positions her well to oversee the critical role of case intake and development of new team members and introducing them to the department's policies and procedures.

Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

TARUS DANCY **Supervising Case Manager**

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement Belaire, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

TIM CUNNINGHAM, **Associate Director, Case Management**

Tim Cunningham has been with CPT Group since 2010 and has successfully managed over 300 cases. As Associate Director, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University, San Diego.

CAROLE THOMPSON, **Associate Director, Case Management**

Carole joined CPT in 2010 as a Case Manager. In her current role, she leads a team of Case Managers and ensures the proper guidance and supervision is upheld for high accuracy and prompt adherence to court-ordered deadlines. She is also responsible for overseeing case activities and having a comprehensive understanding of each case her team handles. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

JENNIFER FORST **Supervising Case Manager**

Jennifer brings a deep understanding of human behavior and organizational dynamics to her role as Supervising Case Manager at CPT Group. Her professional journey began in employee engagement and retention, where she honed her skills as a project manager and consultant. Her expertise was further solidified during her tenure as Director of Client Services for an external consulting firm, where she led a diverse team of consultants, project managers, and analysts to deliver exceptional results for clients across industries. Jennifer embarked on a new career chapter when she joined CPT Group, drawing on her background in psychology and client services, where she oversees cases with precision and empathy.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

EXHIBIT 1



INFORMATION SECURITY STATEMENT Confidential

CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

Confidential

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and Crowdstrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT

Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2



Secure Transmission Methods for Sensitive Information

CPT Group has established rigorous protocols for secure transmission and protection of Client Data and Wire Information. These guidelines maintain the highest level of security and confidentiality in legal and financial transactions through secure File Transfer Protocol (FTP) technology, password protection, and automatic file deletion.

Client Data Transmission

The secure transmission of Client Data is paramount in maintaining confidentiality and integrity of sensitive information. CPT implements a stringent process that utilizes secure File Transfer Protocol (FTP) technology to ensure the safe transfer of data files between counsel and CPT.

Four-Step Security Protocol:

1**Step 1: Link Provision**

CPT provides counsel with a secure FTP (Sharefile) link specifically designated for the transfer of data files ensuring transmission over encrypted connection.

2**Step 2: File Upload and Password Protection**

Counsel uploads required files to the Sharefile link. All uploaded files must be password-protected to add an extra layer of security ensuring file contents remain encrypted and inaccessible even if unauthorized access occurs.

3**Step 3: Password Communication**

File password are communicated to CPT personnel via telephone. This separation of file transmission and password communication reduces interception risk and unauthorized access.

4**Step 4: File Retrieval and Deletion**

Once CPT retrieves the uploaded files, they are automatically deleted from the Sharefile system after seven days minimizing the vulnerability window and ensures sensitive data doesn't persist unnecessarily.

These steps not only provides a secure channel for data transmission but also incorporate additional layers of security through password protection and automatic file deletion. By adhering to these protocols, CPT minimizes the risk of unauthorized access and data breaches, thereby protecting the interests of all parties involved in the legal process.

Wire Instructions Security Protocols

CPT emphasizes the importance of secure channels for transmitting sensitive financial information, recognizing the potential risks associated with electronic communication of banking details.

QSF Wire Instructions Provided to Defense Counsel:

PDF Generation and Protection

CPT creates wire password-protected PDF wire instructions.

Secure Upload to Sharefile

Protected PDF is uploaded to secure Sharefile platform.

Telephonic Password Communication

CPT personnel directly call Defense Counsel to provide PDF access password.

Confirmation Call

Defendant/Defense Counsel should call CPT prior to initiating any wire transfer.



Plaintiff’s Counsel Wire Instructions Provided to CPT:

The process for communicating wire instructions to Plaintiff Counsel is designed with similar security considerations as those for incoming transfers. By establishing strict guidelines for the transmission of both outgoing and incoming wire instructions, CPT ensures that the final stage of fund distribution maintains the same level of security as the initial transfer.

No Emailed
Bank Account
Details

Use Secure
FTP

Call Back
Required

Authorized Methods Only

CPT explicitly states that attempts to transmit Client Data or Wire Communications through alternative means are not accepted. This strict policy maintains consistent security protocols, reduces risk of data interception or loss, risk of fraudulent transactions or misdirected fund, ensures compliance with data and financial protection regulations, and establishes clear chain of custody for sensitive and financial information.

Disclaimer for Unauthorized Transmissions

CPT issues clear disclaimers for any attempts to use unauthorized transmission methods, emphasizing reinforcement of established procedure importance, responsibility placement on transmitting party for potential breaches, risk awareness of unsecured transmission channels, and professional conduct and client trust maintenance.

Exhibit C

This is a court-approved legal notice.

M.N. et al. v. MultiCare Health System, Inc., No. 18-2-08055-5 (Pierce County Superior Court)

PUYALLUP GOOD SAMARITAN HOSPITAL CLASS ACTION SETTLEMENT

If you were treated at the Puyallup Good Samaritan Hospital's emergency department in 2017–2018 and received a letter in 2018 advising you to be tested for hepatitis C, you are eligible for payment from this class action settlement. This payment is likely to be hundreds of dollars per class member.

A class action settlement has been proposed in a lawsuit against MultiCare Health System, Inc., who operates the Good Samaritan Hospital in Puyallup. During parts of 2017 and 2018, a nurse at the Hospital diverted injectable drugs for her personal use. Because the nurse became infected with hepatitis C at some point during this period, MultiCare sent a letter to 2,800 patients who had been treated at the Hospital, advising them to be tested for hepatitis B, hepatitis C, and HIV. There's a copy of that form letter at the end of this notice. If you received that letter, you can get paid from the proposed settlement.

Here are the most important things to know:

- Three patients—called “class representatives”—sued MultiCare, alleging that MultiCare failed to exercise the degree of care expected of a reasonably prudent hospital and that this failure made it possible for the nurse to divert drugs. MultiCare denies the allegations in the lawsuit. The Court hasn't decided which side is right or wrong. To avoid the expense and risks associated with further litigation, the parties have agreed to a settlement. If the settlement is approved by the Court and becomes final, it will resolve all claims pending in the lawsuit.
- The Court found that this lawsuit could proceed as a class action on behalf of two classes of Plaintiffs. The first class consists of patients who received certain injectable drugs in the emergency department and were treated directly by the nurse who diverted drugs. The second class consists of other patients who received those same drugs and were treated in the Emergency Department while the nurse who diverted the drugs was on duty.
- **To receive payment, you need to go to MulticareHealthSettlement.com and enter some very simple information—it probably won't take you more than a few minutes.** If you do that, and if the proposed settlement becomes final, settlement checks will be mailed to you. The settlement website also allows you to choose to receive your payment electronically rather than by check—you just need to give the settlement administrator the information it needs to pay you electronically. Go to MulticareHealthSettlement.com.
- Under the proposed settlement, MultiCare will pay \$4 million into a settlement fund. The settlement fund will be used to pay class members after deducting administrative costs, attorneys' fees and expenses, service awards for the people who represented the classes, taxes and tax expenses, and any other Court-approved deductions. Our current estimate of the payment for each class member is **\$830**, but keep in mind that's just an estimate.
- The lawyers who brought this lawsuit (“Class Counsel”) will ask the Court for payment of attorneys' fees from the settlement fund as compensation for investigating the facts, litigating the case, and negotiating the settlement, and will ask to be reimbursed for their expenses. They will also ask for service

Questions? Go to MulticareHealthSettlement.com or call 1-888-XXX-XXXX

awards for the Class Representatives to compensate them for taking on this litigation on behalf of the classes.

- Before this settlement can go into effect, the Court has to approve it as fair, reasonable, and adequate to the settlement classes. On [date], [time], the Court will hold a final approval hearing to determine: (1) whether the settlement is fair, reasonable, and adequate and should receive final approval; (2) whether the application for an award of attorneys’ fees and expenses brought by Class Counsel should be granted; and (3) whether the application for service awards to the plaintiffs who brought the lawsuit and were appointed as class representatives should be granted. The hearing date and time may change without further notice to you and/or the hearing may be held remotely or telephonically. Check MulticareHealthSettlement.com for updates or changes.
- You have the right to object to or comment on the settlement. See Question 14 below.

YOUR LEGAL RIGHTS AND OPTIONS		
Option	What will happen	Relevant date
SUBMIT YOUR PAYMENT INFORMATION	Receive a payment if you’re in one of the classes. See Questions 10 and 11 for details.	You must submit your payment information by [date].
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can exclude yourself from the settlement by informing the settlement administrator that you want to “opt out” of the settlement. If you opt out, you won’t receive money under the settlement. But you will retain your right to separately sue MultiCare at your own expense over the same claims as are in this lawsuit. For details, see Question 13 below.	You must submit your request for exclusion by [date] .
OBJECT TO OR COMMENT ON THE SETTLEMENT	You can object to or comment on the settlement if you’re a settlement class member. Even if you object, you’ll still receive a payment if the settlement becomes final. For details, see Question 14 below.	You must submit your objection or comment by [date] .

What this Notice Contains

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BASIC INFORMATION AND OVERVIEW

1. What is this notice, and why did I get it?

The Court authorized this notice to tell you about how the proposed settlement may affect you. This notice describes the lawsuit, the general terms of the proposed settlement, and what it may mean for you. This notice also explains how to participate in, or exclude yourself from, the settlement.

To make sure you're a member of one of the two classes here, and therefore eligible for benefits under this settlement, see Question 7.

2. What is this lawsuit about?

In parts of 2017 and 2018, a nurse working in the emergency department of the Puyallup Good Samaritan Hospital diverted injectable narcotics for personal use. In 2018, after learning that two patients treated at the emergency department tested positive for hepatitis C, MultiCare and public health officials investigated and determined that a small number of patients had contracted hepatitis C from the nurse. These patients aren't part of this lawsuit.

MultiCare then sent a notification letter to 2,800 persons who had received certain injected medications in the Hospital emergency department while the nurse was on duty for a seven-month period. This number included patients that the nurse had directly treated and patients she had not directly treated. An identical letter was sent to all such patients, and it informed them to get their blood tested to make sure they were not infected by hepatitis C. In this notice, these letters will be referred to as the "Notification Letters."

As far as the parties are aware, no one in either of the two classes has tested positive for hepatitis C. (For who is in the two classes, see Questions 3 and 7.)

In 2018, the Plaintiffs representing the classes filed this lawsuit on behalf of themselves and similarly situated patients. They asserted claims for medical negligence and corporate negligence and sought damages for the emotional distress they had suffered after learning of the hepatitis C outbreak at the Hospital.

3. What is a class action, and is this lawsuit one?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement classes by the deadline.

Here there are two separate classes of Plaintiffs. The first class, called the "Weberg Treatment Settlement Class" after the last name of the nurse who diverted drugs, consists of everyone who was treated directly by the nurse and received Notification Letters. The second class, called the "General Treatment Settlement Class," consists of everyone who was treated at the Puyallup Good Samaritan emergency department while the relevant nurse was on duty, but who didn't receive treatment directly from the nurse, and who then received Notification Letters.

4. Why is there a settlement?

The Court has not decided in favor of either side. Instead, both sides agreed to a settlement after approximately two years of litigation at the trial-court level, a partial dismissal of the Plaintiffs' claims, an appeal, and further litigation before the trial court after the appeal. The parties agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and further appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the classes and Class Counsel (see Question 16) believe that the settlement is in the best interests of the settlement class members.

5. Didn't I already receive a notice about this lawsuit?

Yes, back in 2020 you probably received **class notice**. A **class notice** is a notice that a court has decided a case should proceed as a class action and is different from this notice. This notice is a **settlement notice**. In some ways it resembles the class notice, but it contains information about the proposed settlement that has now been reached.

6. Is this settlement final? If not, what has to happen for it to go into effect?

When the parties in a class action want to settle, they must seek the court's approval before the settlement can become effective. The court will approve the proposed settlement here only if—after examining the proposed settlement—it determines that the settlement is fair, adequate, and reasonable to the settlement class members.

WHO IS PART OF THE SETTLEMENT

7. How do I know if I am part of the settlement?

If you already received the class notice and did not exercise the option to exclude yourself at that time, you are likely a settlement class member. Under the proposed settlement, a settlement class member is defined as member of the Weberg Treatment Settlement Class or the General Treatment Settlement Class.

You're a member of the Weberg Treatment Settlement Class if you were treated at the Puyallup Good Samaritan Hospital between August 4, 2017, and March 23, 2018, received care from Cora Weberg (the nurse who diverted drugs), and received Notification Letters in 2018 from MultiCare.

You're a member of the General Treatment Settlement Class if you were treated at the Puyallup Good Samaritan Hospital between August 4, 2017, and March 23, 2018, and received Notification Letters in 2018 from MultiCare, but didn't receive care directly from Cora Weberg.

To be a member of either of these classes, and to receive payment from the proposed settlement, you **do not need to have retained** a copy of the Notification Letter you received in 2018.

Excluded from the settlement are:

- The small number of people (approximately 15) who have entered into an individual settlement with MultiCare that settled claims involved in this lawsuit;
- Officers and directors of MultiCare;

- The presiding judge and any judicial staff involved in this lawsuit; and
- Any Class Member who has already opted out or who now opts out (see Question 13).

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

MultiCare will pay \$4,000,000 into a settlement fund. The settlement fund will be used to:

- Make payments to settlement class members;
- Pay the costs of notifying settlement class members and administering the settlement;
- Pay service awards to the class representatives, if and as approved by the Court (see Question 18);
- Pay attorneys’ fees, costs, and expenses, if and as approved by the Court (see Question 17).

9. How much can I expect to receive in payment from the settlement fund?

Each settlement class member will receive an equal payment out of the settlement fund. That means that what you’ll receive—if you don’t exclude yourself from the settlement—will be determined by the following formula:

\$4 million settlement fund

minus service awards

minus fees, costs, and expenses approved by the court

÷

Approximately

2,750

total class members

Right now, we don’t know exactly how much it will cost to provide notice and administer the settlement. Nor can we know what the Court will decide to award in service fees to the class representatives, or in attorneys’ fees or costs. That means that right now we can provide only an approximate estimate, which is \$830 based on the information currently available.

HOW TO GET SETTLEMENT BENEFITS

10. What do I need to do to get a payment out of the settlement fund?

The IRS requires the settlement administrator to collect your social security number before it can pay you out of the settlement fund. MultiCare is prohibited by health privacy laws from sharing your social security number with the settlement administrator.

So, to receive your payment, please go to the official settlement website at MulticareHealthSettlement.com, enter your CPT ID and Passcode, which will be on the postcard notice you receive about this settlement, and then follow the instructions and enter the information required, including your social security number. This shouldn’t take you more than a few minutes. Your social security number will be kept secure, will not be shared with

anyone, and your data will be destroyed once the settlement has been implemented.

The settlement website will also allow you to update your address to ensure that your settlement check is mailed to the right place.

If you don't go the official settlement website and enter the information required by **[date]**, you will be deemed to have waived your right to payment from the settlement fund.

11. I'd prefer not to receive my payment in the form of a check. Is there some other way I can be paid?

Yes. If you prefer, you can receive your payment electronically through Zelle, PayPal, ACH, or Venmo. To receive payment electronically, however, you must let the settlement administrator know. To inform the settlement administrator that you want to be paid electronically, and to give the settlement administrator the information it needs to know about your electronic payment account, you must go to MulticareHealthSettlement.com and follow the instructions there.

YOUR RIGHTS AND OPTIONS

12. Do I need to do anything to receive a payment from the settlement?

Yes, please go to the official settlement website at MulticareHealthSettlement.com and follow the instructions there. It probably won't take you more than a few minutes, and it's the only way to receive the hundreds of dollars you are eligible to receive from the settlement fund. See Question 10 above.

If you received the class notice in 2020 and previously excluded yourself by the applicable deadline, you are not a member of either of the settlement classes and will not receive any settlement payment from the settlement. See Question 5 for a discussion of that earlier notice.

13. How do I exclude myself from the settlement?

If you're a settlement class member but do not want to remain in the class, you may exclude yourself from the class (also known as "opting out"). If you exclude yourself, you'll lose any rights you have under the settlement, including the right to be paid from the settlement fund.

If you decide on this option, you will retain any rights you may have against MultiCare and may file your own lawsuit against MultiCare based on the same factual allegations that are asserted in this lawsuit, but if you choose to do so you will have to do it at your own expense. That means you will either have to represent yourself in court or find your own attorney at your own cost to represent you. If you are considering this option, you may want to consult an attorney as soon as possible to get advice.

If you don't opt out, and the settlement becomes final, you will be bound by it, including the judgment entered in accordance with the settlement. For what it means to be "bound" by the settlement, see Question 15.

To opt out, you must send a request to opt out to the settlement administrator. A printable form for opting out is available on the settlement website at MulticareHealthSettlement.com. Any request to opt out must: (1) identify the case name of this lawsuit; (2) identify the name and current address of the person seeking to opt out from the settlement; (3) be personally signed by the person seeking to opt out; (4) include a statement clearly indicating the person's intent to be excluded from the settlement; and (5) request exclusion only for the person whose

personal signature appears on the request.

To validly and properly opt out, you must mail your request to opt out to the following address, postmarked no later than **[date]**:

M.N. v MultiCare Health System, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

14. How do I comment on or object to the settlement or to Class Counsel's request for attorneys' fees, litigation expenses, and service awards?

If you're a settlement class member and do not opt out, you can comment on or object to the settlement or to Class Counsel's request for attorneys' fees, litigation expenses, and service awards. To object or comment, you must send a signed, written objection or comment. It must include:

- the case name and number of this lawsuit, *M.N. et al. v. MultiCare Health System, Inc.*, No. 18-2-08055-5;
- the full name, address, telephone number, and email address of the objecting settlement class member and, if represented by counsel, of his/her counsel;
- a statement of whether the objection applies only to the objector, to a specific part of the settlement classes, or to the settlement classes as a whole;
- a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement, along with the caption of each case in which the objector has made such objection;
- a statement whether the objector has sold or otherwise transferred the right to their recovery in this Action to another person or entity, and, if so, the identity of that person or entity;
- a statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;
- a statement of whether the objecting settlement class member intends to appear at the hearing on whether the Court will give final approval to the settlement on **[date]**, and if so, whether personally or through legal counsel; and the objector's signature.

To be considered by the Court, your comment or objection must be filed with the Court or mailed to the Clerk of Court, and filed or postmarked (as the case may be) no later than **[date]**. If you choose to mail your comment or objection rather than file it with the Court, you must mail it to both the Clerk of Court and to the settlement administrator at the addresses listed below:

Clerk of Court	Settlement Administrator
Clerk of Pierce County Superior Court 930 Tacoma Ave. S., Room 110 Tacoma, WA 98202	<i>M.N. v MultiCare Health System, Inc.</i> c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

15. What claims are released by the settlement?

In exchange for the settlement benefits, you will release (give up) all claims that were asserted in this lawsuit, plus any claims that could have been asserted based on the same underlying allegations of this lawsuit.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys to represent you and other settlement class members as “Class Counsel.”

Cari Campen Laufenberg
Mark D. Samson
Benjamin Gould
KELLER ROHRBACK L.L.P.
1201 3rd Avenue, Suite 3400
Seattle, WA 98101
(206) 623-1900

You will not be charged by these lawyers for their work on the case, because any fees they receive must come from the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will these lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis. That means they haven’t been paid any money for their work on this case. It also means they’ve paid all of the case legal expenses—for example, filing fees, expert witness fees, and the costs of recording and transcribing deposition testimony. Class Counsel will ask the Court to award them attorneys’ fees of up to 33% of the settlement fund and reimbursement for expenses to be paid from the settlement fund. Any fees and expenses that Class Counsel receive must be approved by the Court, which will also decide their amount, if any. You won’t have to separately pay any portion of these fees and expenses yourself. Class Counsel’s formal motion for fees and expenses will be filed by **[date]**, and will be available to view on the settlement website at MulticareHealthSettlement.com.

18. Will the class representatives receive any additional money?

Class Counsel will ask the Court to award the three class representatives service awards of \$5,000 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. Any service awards that the class representatives receive must be approved by the Court, which will also decide their amount,

if any. Any amount approved by the Court will be paid from the settlement fund.

GETTING MORE INFORMATION

19. Where can I get more information?

You can also contact the settlement administrator at 1-888-XXX-XXXX, emailing TBA@cptgroup.com, or by mailing a letter to *M.N. v MultiCare Health System, Inc.* c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information above in Question 16). You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This notice is only a summary of the lawsuit and the settlement. Other related documents can be accessed through the settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the settlement agreement but can't download or access the copy online, you may contact the settlement administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

Please do not contact the Court, its Clerks, or MultiCare.

4897-7284-9513, v. 1

Exhibit D

To: <<Email>>

From: TBA@cptgroup.com

Subject: Puyallup Good Samaritan Hospital Class Action Settlement

CPT ID: «ID»

Passcode: «Passcode»

If you were treated at the Puyallup Good Samaritan Hospital's emergency department in 2017–2018 and received a letter in 2018 advising you to be tested for hepatitis C, you are eligible for payment from this class action settlement. **This payment is likely to be hundreds of dollars per class member.**

This is a court-approved legal notice. It is not a solicitation from a lawyer.

Para obtener la notificación en español, visite nuestro sitio web.

A settlement has been reached in a class action, *M.N. et al. v. MultiCare Health System, Inc.*, No. 18-2-08055-5, pending in Pierce County Superior Court.

In the action, the Plaintiffs allege that MultiCare's negligence made it possible for a nurse to divert injectable drugs, which led to 2,800 patients being advised to get tested for hepatitis B, hepatitis C, and HIV. MultiCare denies any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is included?

Records indicate you are included in this settlement as a class member because you received a notice from MultiCare in 2018 advising you to be tested for hepatitis B, hepatitis C, and HIV.

What does the settlement provide?

MultiCare will establish a \$4 Million settlement fund that will be used to pay class members, as well as attorneys' fees and expenses, service awards to the class representatives, and administration costs. Every class member will get an equal payment. If every class member gives the settlement administrator the information needed to receive payment, **the parties' current estimate is that class members will receive about \$830**, although this is only an estimate.

How to receive payment:

To be paid, **you must go to MulticareHealthSettlement.com, the official settlement website, use the CPT ID and Passcode located at the top of this email to login, and enter some basic information** the settlement administrator needs. This process is easy, secure, and shouldn't take you more than a few minutes.

Want to be paid electronically?

If you'd prefer to receive your payment electronically (i.e., through Zelle, PayPal, ACH or Venmo), you must inform the settlement administrator. Please go to MulticareHealthSettlement.com to securely enter the information the settlement administrator will need to send you an electronic payment.

Didn't I receive notice before?

If you're a class member you probably also received a class notice in 2020 informing you of the existence of this class action. This notice is intended to inform you of a settlement that will resolve the class action.

Your other options:

If you don't want to be legally bound by the settlement and receive any benefits from it, you must exclude yourself by **[date]**. If you do not exclude yourself, you may object to the settlement and/or to the request for attorneys' fees and expenses that the attorneys representing the class will file. The deadline to file such an objection is **[date]**.

The Court has scheduled a hearing in this case for **[date]**, to consider whether to approve the settlement, to award attorneys' fees of up to 33% of the settlement fund plus expenses, and to approve service awards of up to \$5,000 for the individuals who represented the class. At that hearing, the Court will also consider any objections to the settlement or to the attorneys' request for attorneys' fees and expenses. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The motion for attorneys' fees, expenses, and services awards will be posted on MulticareHealthSettlement.com after it is filed. For complete information about all of your rights and options and the Long Form-Notice and Settlement Agreement, visit MulticareHealthSettlement.com, or call 1-888-XXX-XXXX.

Exhibit E

A settlement has been reached in this class action. In the action, the Plaintiffs allege that MultiCare's negligence made it possible for a nurse to divert injectable drugs, which led to 2,800 patients being advised to get tested for hepatitis B, hepatitis C, and HIV. MultiCare denies any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is included? Records indicate you are included in this settlement as a class member because you received a notice from MultiCare in 2018 advising you to be tested for hepatitis B, hepatitis C, and HIV.

What does the settlement provide? MultiCare will establish a \$4 Million settlement fund that will be used to pay class members, as well as attorneys' fees and expenses, service awards to the class representatives, and administration costs. Every class member will get an equal payment. If every class member gives the settlement administrator the information needed to receive payment, the parties' current estimate is that **class members will receive about \$830**, although this is only an estimate.

How to receive payment: To be paid, **you must go to MulticareHealthSettlement.com, the official settlement website, and enter some basic information** the settlement administrator needs. This process is easy, secure, and shouldn't take you more than a few minutes. This postcard also has a QR code you can scan to go directly to the official settlement website.

Want to be paid electronically? If you'd prefer to receive your payment electronically (i.e., through Zelle, PayPal, ACH or Venmo), you must inform the settlement administrator. Please use the CPT ID and Passcode located on the front of this notice and go to MulticareHealthSettlement.com to securely enter the information the settlement administrator will need to send you an electronic payment.

Didn't I receive notice before? If you're a class member you probably also received a class notice in 2020 informing you of the existence of this class action. This notice is intended to inform you of a settlement that will resolve the class action.

Your other options: If you don't want to be legally bound by the settlement and receive any benefits from it, you must exclude yourself by **[date], 2025**. If you do not exclude yourself, you may object to the settlement and/or to the request for attorneys' fees and expenses that the attorneys representing the class will file. The deadline to file such an objection is **[date], 2025**. The Court has scheduled a hearing in this case for **[date], 2025**, to consider whether to approve the settlement, to award attorneys' fees of up to 33% of the settlement fund plus expenses, and to approve service awards of up to \$5,000 for the individuals who represented the class. At that hearing, the Court will also consider any objections to the settlement or to the attorneys' request for attorneys' fees and expenses. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The motion for attorneys' fees, expenses, and services awards will be posted on MulticareHealthSettlement.com after it is filed. For complete information about all of your rights and options and the Long Form Notice and Settlement Agreement, visit MulticareHealthSettlement.com, email [\[TBA\]@cptgroup.com](mailto:[TBA]@cptgroup.com), or call 1-888-XXX-XXXX.

Scan this code to visit the settlement website at MulticareHealthSettlement.com:



PRESORTED
First Class
U.S. Postage
PAID

Court Approved Legal Notice

No. 18-2-08055-5
Pierce County Superior Court

**If you received a notice in 2018 from
MultiCare advising you to be tested for
hepatitis C, you are eligible for hundreds of
dollars from a class action settlement.**

A court has authorized this Notice.
This is not a solicitation from a lawyer.

Para la notificación en español, visite nuestro
sitio web, MulticareHealthSettlement.com.

M.N. v. MultiCare
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»
Passcode: «Passcode»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»

Exhibit F

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,

Plaintiffs,

v.

MULTICARE HEALTH SYSTEM, INC., a
Washington corporation,

Defendant.

No. 18-2-08055-5

FINAL JUDGMENT

Judgment is hereby entered, pursuant to CR 58, as to the Settlement Class Members, the Named Plaintiffs, and Defendant, on the terms and conditions of the Settlement Agreement approved by the Court's Final Approval Order. A list of those persons that have validly excluded themselves from the Settlement Classes, and so are not bound by this Final Judgment, is attached to this Final Judgment as an Exhibit.

In accordance with that Final Approval Order, this Action is settled and dismissed on the merits with prejudice. With affecting the finality of this Judgment, the Court reserves jurisdiction over the Named Plaintiffs, the Settlement Classes, Class Counsel, Defendant, and the Settlement Administrator as to all matters concerning administration, consummation, and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

Dated this ____ day of _____, 2025.

HONORABLE GRANT BLINN

Exhibit G

PLAN OF ALLOCATION

1. **Definitions.** Unless otherwise defined, terms used in this Plan of Allocation have the same meaning as in the Settlement Agreement.

2. **Nonreversionary common fund.** This is a common-fund settlement; there shall be no reversion of the Settlement Fund to Defendant upon the occurrence of the Final Date.

3. **Allocation of payments to Settlement Class Members.** The Net Settlement Fund—including, to the greatest extent practicable, all interest earned on the Settlement Fund that is not part of the Fee and Expense Award—shall be allocated per capita to every Settlement Class Member who provides the information necessary to the Settlement Administrator (e.g., social security number).

4. **Failure to provide necessary information.** If a Settlement Class Member has failed to provide the information necessary to the Settlement Administrator by the date of the Final Approval Hearing, such Settlement Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement.

5. **Distribution of payments by check.** Payments shall be distributed to Settlement Class Members by check unless they elect to receive payment electronically.

6. **Electronic distribution of payments.**

A. Payments shall be distributed to Settlement Class Members by electronic means, including, if administratively practicable, via ACH, Venmo, PayPal, and Zelle.

B. The Postcard Notice, Email Notice, and Long-Form Notice shall inform Settlement Class Members of the availability of such electronic means of payment as the Settlement Administrator will make available to Settlement Class Members, and shall direct Settlement Class Members to the Settlement Website, where via a secure portal they will be able to elect an electronic means of payment and give the Settlement Administrator the information necessary to effect such payment.

C. The secure portal shall prominently inform Settlement Class Members that their election to receive payment electronically is final and irrevocable.

D. The period during which Settlement Class Members may elect to receive payment electronically will end on the date of the Final Approval Hearing.

7. Unclaimed payments.

A. If a payment distributed to a Settlement Class Member via a check is not negotiated within 120 days after the Settlement Administrator has contacted, or made reasonable attempts to contact, the Settlement Class Member, the Settlement Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement. If a Settlement Class Member reasonably requests that a check be reissued, the Settlement Administrator shall reissue it.

B. If a check to a Settlement Class Member is returned as undeliverable, the Settlement Administrator shall attempt to obtain a new mailing address for the Settlement Class Member and effect a second mailing. If, after a second mailing, the check is again returned as undeliverable, or if the Settlement Administrator, after reasonable efforts, is unable to determine a second mailing address, there is no obligation to take further efforts to distribute the check, and the Settlement Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement.

C. If a payment made to a Settlement Class Member electronically is unable to be processed, the Settlement Administrator shall make reasonable efforts to contact the Settlement Class Member to correct the problem. If the Settlement Class Member does not provide a corrected means of electronic payment within a reasonable amount of time, or provides a means of electronic payment that is unable to be processed, there is no obligation to take further efforts to distribute the payment, and the Settlement Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement.

8. **Residual funds.** If, after the process outlined in Sections 5 through 7 is completed, there remain funds in the Net Settlement Fund, such remaining funds shall be distributed as follows:

A. If it is administratively and economically feasible to distribute the remaining funds to Settlement Class Members or some portion thereof, then Class Counsel, in consultation with the Settlement Administrator, shall propose to the Court an equitable method for doing so. Such method of distribution shall be effected if the Court approves (or approves it in modified form).

B. To the extent there is no distribution of remaining funds according to Subsection A of this Section, or if funds still remain after distribution according to Subsection A of this Section, the Parties shall confer and present to the Court a proposal for treatment of the remaining funds that is consistent with CR 23. Such proposal shall be effected if the Court approves (or approves it in modified form).

9. **Modification of provisions related to unclaimed payments and residual funds.** Should the Parties agree, after final approval of the Settlement Agreement, that the provisions of this Plan of Allocation governing unclaimed payments and residual funds should be modified in the interests of justice, they shall seek the Court's approval for such modification. If the Court approves, the provisions governing unclaimed payments and residual funds shall be effected as modified.

4898-4009-7093, v. 4

Exhibit H



401 15th Avenue SE
Puyallup, WA 98372
multicare.org

Important Safety Alert

April 27, 2018

Dear _____:

We are contacting you to share some very concerning information. According to our records, you received care in the Emergency Department at MultiCare Good Samaritan Hospital in Puyallup, Washington, between August 4, 2017, and March 23, 2018. Recently, we discovered that during this eight-month period, an employee in the Emergency Department may have exposed at least two patients to Hepatitis C virus, causing them to become infected.

We sincerely apologize for the anxiety that this situation may cause you. This is something that should never happen in any health care facility and we are committed to providing you with support.

Hepatitis C is most commonly transmitted by exposure to an infected person's blood via shared needles. Out of an abundance of caution, we are offering testing for Hepatitis C to all patients who received injections of narcotic, antihistamine or sedatives in the Emergency Department when this employee was on duty. In addition, based upon the recommendation of the U.S. Centers for Disease Control and Prevention, we are also offering testing for Hepatitis B virus and human immunodeficiency virus (HIV). Good Samaritan will provide the testing and any related follow-up or treatment at no cost to you.

The only way to be certain you were not infected is to have your blood tested. We have provided a lab order form, and we recommend that you take it to any of the labs on the enclosed list. The lab will take a blood sample for testing. We will provide your results to you within a few days of getting the test. Any positive results will be reported to the public health department for investigation. It is possible you may need to be re-tested again in six months, depending on the date of your Emergency Department visit. We will notify you if that is necessary.

People infected with viruses such as Hepatitis C may not have symptoms for many years, so you may have been infected and not know it. Even though you may not feel ill or remember getting sick, you should get a blood test

MultiCare

Mary Bridge Children's Hospital & Clinics ~ MultiCare Allenmore Hospital ~ MultiCare Auburn Medical Center
MultiCare Covington Medical Center ~ MultiCare Deaconess Hospital ~ MultiCare Good Samaritan Hospital
MultiCare Tacoma General Hospital ~ MultiCare Valley Hospital ~ MultiCare Connected Care ~ MultiCare Clinics
MultiCare Indigo Urgent Care ~ MultiCare Rockwood Clinic ~ Immediate Clinic ~ Navos ~ Pulse Heart Institute

in order to make sure you are not infected. Although testing cannot determine where you were infected, knowing whether you are infected is important so you can be treated if your test results are positive.

A positive test result does not necessarily mean that the exposure occurred from your care at Good Samaritan Hospital. If you test positive, the result will be reported to the Tacoma-Pierce County Health Department staff and they will work with you directly to identify when and where you were infected. They will also help you with next steps, which may include follow-up testing and treatment.

We understand how concerning this information is for you and that you may have questions. We have established a resource line staffed with individuals who can provide assistance.

Please call us at **866-268-7220** if you have additional questions. Our team is available Monday through Friday between 8am and 6pm. We want to make this process as easy as possible for you and to alleviate any unease. Your health is important to us.

Please be assured that Good Samaritan Hospital is working with the Tacoma-Pierce County Health Department, the Washington State Department of Health and the Centers for Disease Control to implement processes to prevent infectious disease exposure from happening in the future.

For more information, visit [**multicare.org/safety-alert**](https://multicare.org/safety-alert).

We deeply regret that this event has occurred, and we are committed to working closely with you on your care.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Bachman'.

David Bachman, MD
Chief Medical Officer
MultiCare Good Samaritan Hospital