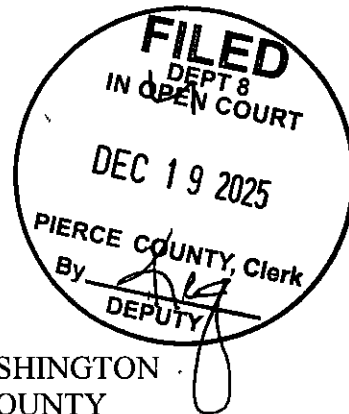


Honorable Grant Blinn



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 FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

This matter came to be heard on Plaintiffs' Motion for Final Approval of 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 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, and supplemented by the September 18, 2020 Order Granting Preliminary Approval of Amended Class Action Settlement ("Preliminary Approval Order") at 1-2.

## II. APPROVAL

1. The Court confirms its certification, for settlement purposes only, of the Weberg Treatment Settlement Class and General Treatment Settlement Class, appointment of A.B. as class representative for the Weberg Treatment Settlement Class, and appointment of M.N. and G.T. as class representatives for the General Treatment Settlement Class. *See* Preliminary Approval Order at 2–3, ¶¶ 1–5

2. The Court confirms its appointment of Keller Rohrback L.L.P. as Class Counsel for the Settlement Classes and confirms Class Counsel’s authority to execute the Settlement Agreement on behalf of the Named Plaintiffs and Settlement Classes.

3. The Court finds that the Settlement Agreement is fair, adequate, and reasonable and should be approved under CR 23(e). In so finding, the Court applies the framework laid out in *Pickett v. Holland America Line-Westours, Inc.*, 145 Wn.2d 178, 35 P.3d 351 (2001)

4. Even assuming *arguendo* that the Settlement Classes would have proven liability at trial, the Court finds that the Settlement Classes faced a not insignificant risk that a jury would have awarded low or nominal per-Settlement Class Member damages. *See* Pls.’ Mot. for Prelim. Approval of Class Action Settlement (“Prelim. Approval Mot.”) at 7–8 (July 11, 2025). It also finds a substantial risk that class certification would have been reversed on appeal. *See id.* at 8. The Court finds, therefore, that the Settlement Classes would have faced significant risks had litigation continued. These risks weigh in favor of approval of this Settlement Agreement.

5. The Court also notes that this case has been intensively litigated both before this Court and on appeal. There was extensive document discovery and numerous depositions. This fact favors approval of the Settlement Agreement.

6. The Court finds that even after deducting notice and administration costs and expenses, attorneys’ fees and expenses, and service awards to class representatives, the per-capita recovery here—approximately \$830—is substantial and valuable. The Court determines that the release provisions of the Settlement Agreement are not overbroad. It notes, as well, that

1 the revised Plan of Allocation, discussed below, enables a much wider distribution of payments  
2 to Settlement Class Members. All these features of the Settlement Agreement favor approval.

3 7. Class Counsel's recommendation of approval also carries some weight with the  
4 Court, given their qualifications, experience, and the persistence with which they have  
5 prosecuted this case.

6 8. Approval of the Settlement Agreement is also favored by the alternative, which  
7 would have been expensive litigation that—with an appeal—likely would have lasted some  
8 years more. Under the Settlement Agreement, Settlement Class Members receive sure relief  
9 now, rather than the prospect of uncertain relief in the future. The Court deems this factor  
10 especially important where, as here, the litigation has already lasted more than seven years.

11 9. The Court is also persuaded that the Settlement Agreement was reached in good  
12 faith, after lengthy negotiations overseen by an experience mediator. The circumstances under  
13 which the Settlement Agreement, as well as the terms and conditions of the Settlement  
14 Agreement itself, affirmatively suggest that the Settlement Agreement was the product of  
15 vigorous negotiations. *See* Mot. for Prelim. Approval at 12–13. These facts and circumstances  
16 favor approval of the Settlement Agreement.

17 10. The Court also notes the absence of objections and opt-outs in response to the  
18 Settlement Agreement. This reaction, in response to a comprehensive Notice Plan, favors  
19 approval of the Settlement Agreement.

20 11. In short, the factors I find relevant to approval in this case all weigh in favor of  
21 the Court's final approval of the Settlement Agreement.

### 22 III. NOTICE AND SETTLEMENT ADMINISTRATION

23 12. The Court previously found that the Notice Plan met the requirements of CR 23  
24 and due process, constituted the best notice practicable under the circumstances, and was  
25 reasonably calculated, under the circumstances, to apprise members of the Settlement Classes  
26 (who were already sent notice of class certification in 2020) of the effect of the Settlement

1 Agreement, including the Settlement Agreement's releases; the 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 13. The Court finds that the Notice Plan has now been successfully effectuated, with  
5 the result that approximately 95% of Settlement Class Members have received individual notice.

6 14. The Court also notes that on November 14, 2025, Settlement Class Members  
7 were sent postcard and email reminders about the Settlement Agreement. These reminders  
8 confirm that the notice provided to the Settlement Classes met the requirements of CR 23 and  
9 due process.

10 15. The Court confirms its approval of CPT Group as Settlement Administrator and  
11 directs and confirms its authorization to carry out all duties and responsibilities of the  
12 Settlement Administrator as specified in the Settlement Agreement and the Order.

13 16. The Court confirms that the administration of the Settlement Agreement, as  
14 contemplated by the Declaration of Julie Green appended to the Settlement Agreement, has  
15 been and is fair, adequate and reasonable.

#### 16 IV. REVISED PLAN OF ALLOCATION

17 17. The Court approves the revised Plan of Allocation for substantially the reasons  
18 given by Plaintiffs in their Motion for Final Approval. Because the Plan of Allocation is not a  
19 material term of the Settlement Agreement, the Court retains jurisdiction to further modify the  
20 Plan of Allocation without affecting the finality of this Order or the Final Judgment.

#### 21 V. OTHER

22 18. In accordance with the Settlement Agreement, this action is dismissed with  
23 prejudice. Without affecting the finality of that dismissal, the Court directs that consummation  
24 of the Settlement Agreement shall proceed as described in the Settlement Agreement, and the  
25 Court reserves jurisdiction over the subject matter and the Parties to the Settlement Agreement  
26 with respect to the interpretation and implementation of the Settlement Agreement for all

1 purposes, including enforcement of any of the terms thereof at the instance of any of the Parties  
2 and resolution of any disputes that may arise relating to the implementation of the Settlement or  
3 this Order.

4 19. Counsel for the Defendant and Class Counsel are authorized to utilize all  
5 reasonable procedures in connection with the consummation of the Settlement Agreement which  
6 are not materially inconsistent with either this Order or the Settlement Agreement.

7 IT IS SO ORDERED.

8  
9 Dated this 19<sup>th</sup> day of December, 2025.

10  
11   
12 HONORABLE GRANT BLINN

13 PRESENTED BY:

14 s/ Benjamin Gould  
15 Benjamin Gould  
16 Attorney for Plaintiffs

17 APPROVED AS TO FORM BY:

18  
19 s/ Joseph V. Gardner  
20 Joseph V. Gardner  
21 Attorney for Defendant  
22  
23  
24  
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