

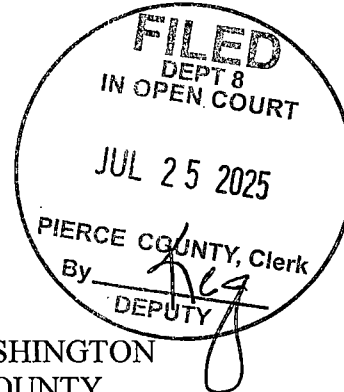
18-2-08055-5

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ORAPV

07-31-25

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

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

This matter came to be heard on Plaintiffs' Motion for Preliminary 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 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 (which this Order will refer to as "Classes" when discussing the procedural history that preceded the proposed Settlement Agreement), 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

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

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

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

13 II. APPROVAL

14 1. The Court confirms the earlier certification of the Weberg Treatment Class and
15 General Treatment Class, its appointment of A.B. as class representative for the Weberg
16 Treatment Class and its appointment of M.N. and G.T. as class representatives for the General
17 Treatment Class. The Court notes that the Classes that it certified are identical to the Settlement
18 Classes.

19 2. The Court also confirms the appointment of Keller Rohrback L.L.P. as Class
20 Counsel. As such, Class Counsel have and had the authority to execute the Settlement
21 Agreement on behalf of the Named Plaintiffs and Settlement Classes.

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

25 III. NOTICE AND SETTLEMENT ADMINISTRATION

26 4. 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

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1 Notice, and Long-Form Notice, each of which is attached to the Settlement Agreement as an
2 exhibit.

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

6 6. The Court finds that the Notice Plan meets the requirements of CR 23 and due
7 process, constitutes the best notice practicable under the circumstances, and is reasonably
8 calculated, under the circumstances, to apprise members of the Settlement Classes (who were
9 already sent notice of class certification in 2020) of the effect of the Settlement Agreement,
10 including the Settlement Agreement's releases; the anticipated motion for a Fee and Expense
11 Award and Service Awards ("Fee Motion"); and members' right to exclude themselves from or
12 object to the Settlement Agreement or Fee Motion.

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

15 8. By August 14, 2025 ~~[14 business days after the issuance of this Order]~~,
16 Defendant shall cause the Settlement Fund to be deposited into the Escrow Account.

17 9. By August 25, 2025 ~~[30 calendar days after the issuance of this Order]~~, the
18 Settlement Administrator shall have completed dissemination of Postcard Notice and Email
19 Notice, and shall have made the Settlement Website prepared for use by Settlement Class
20 Members.

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

1 administering the Settlement Agreement and Plan of Allocation.

2 **IV. OPT-OUTS**

3 11. A Settlement Class Member who seeks to be excluded from the Settlement
4 Classes must submit to the Settlement Administrator a Request to Opt-Out that shall be
5 postmarked no later than October 14, 2025 ~~[80 days after the issuance of this Order]~~.

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

11 13. Any person who submits a Request to Opt-Out shall not be a Settlement Class
12 Member, and this Settlement Agreement and the Judgment shall not bind such person. Each
13 Settlement Class Member who does not submit a Request to Opt-Out (including any Settlement
14 Class Member who submits a request for exclusion that is postmarked later than October 14,
15 2025 ~~[80 days after the issuance of this Order]~~) shall be a Settlement Class Member and shall be
16 bound by all terms of this Settlement Agreement and the Judgment.

17 **V. OBJECTIONS**

18 14. A Settlement Class Member who wishes to object to the Settlement Agreement
19 and/or Fee Motion must object in writing, and submit the written objection to the Court and
20 Class Counsel no later than October 14, 2025 ~~[80 days after the issuance of this Order]~~.

21 15. To be considered by the Court, an objection must include (i) the case name and
22 number of the Action; (ii) the full name, address, telephone number, and email address of the
23 objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (iii) a
24 statement of whether the objection applies only to the objector, to a specific part of the
25 Settlement Classes, or to the Settlement Classes as a whole; (iv) a statement of the number of
26 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

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1 objection; (v) a statement whether the objector has sold or otherwise transferred the right to their
2 recovery in this Action to another person or entity, and, if so, the identity of that person or
3 entity; (vi) a statement of the specific grounds for the objection, including any legal and factual
4 support and any evidence in support of the objection; (vii) a statement of whether the objecting
5 Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether
6 personally or through counsel; and (viii) the objector's signature.

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

13 VI. FINAL APPROVAL

14 17. No later than September 3, 2025 ~~[40 days after the issuance of this Order and 40~~
15 ~~days before the Objection Deadline]~~, Class Counsel shall file all papers in support of an
16 application for a Fee and Expense Award and Service Awards. Any reply papers shall be filed
17 by October 27, 2025 ~~[94 days after the issuance of this Order and 14 days after the Objection~~
18 ~~and Opt-Out Deadlines]~~.

19 18. No later than October 3, 2025 ~~[70 days after the issuance of this Order]~~, Class
20 Counsel shall file all papers in support of the application for an order granting final approval of
21 the Settlement Agreement and Final Judgment. Any reply papers regarding objections to the
22 Settlement Agreement and to update the Court regarding notice and administration shall be filed
23 by October 27, 2025 ~~[94 days after the issuance of this Order and 14 days after the Objection~~
24 ~~and Opt-Out Deadlines]~~.

25 19. The Final Approval Hearing shall be held by the Court on _____, 2025
26 ~~[110 days after the issuance of this Order, or other comparable date chosen by the Court]~~,
beginning at _____ [a.m./p.m.], to determine whether the Settlement Agreement should be

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1 approved as fair, reasonable, and adequate; whether an order granting final approval to the
2 Settlement Agreement, and a Judgment, should be entered dismissing the Action with prejudice,
3 except as to such persons who have timely and properly excluded themselves from the
4 Settlement Classes; and whether and/or to what extent Class Counsel's application for a Fee and
5 Expense Award and Service Awards should be granted.

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

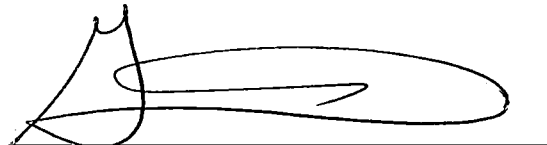
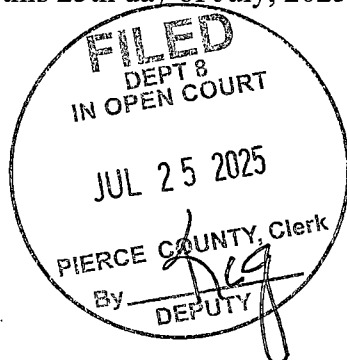
11 21. Beginning August 14, 2025 [~~14 business days after the issuance of this Order~~],
12 the Settlement Fund shall be subject to the continuing jurisdiction of the Court.

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

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

19
20 IT IS SO ORDERED.

21
22 Dated this 25th day of July, 2025.



HONORABLE GRANT BLINN

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
TO CLASS ACTION SETTLEMENT- 6

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