

Honorable Grant Blinn
December 19, 2025 at 9:00 a.m.

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

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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I. INTRODUCTION

Named Plaintiffs M.N., A.B., and G.T. move under CR 23(e) for final approval of the parties' Settlement Agreement.¹ The Settlement Agreement provides for the payment of a \$4 million Settlement Fund out of which Settlement Class Members will each be paid hundreds of dollars. This result was achieved following prolonged litigation, including before the Washington Supreme Court, and was reached after contentious arm's-length negotiations between the Parties with the assistance of an experienced mediator, Keith Kubik, of the Kubik Mediation Group.

In granting preliminary approval, this Court found that the Settlement Agreement, and then the Amended Settlement Agreement, were "fair, reasonable, and adequate" under CR 23(e). Order Granting Pls.' Mot. for Prelim. Approval of Class Action Settlement (July 25, 2025); Order Granting Pls.' Mot. for Prelim. Approval of Amended Class Action Settlement (Sept. 18, 2025).

Subsequent events further support that finding. The Plan of Notice has been successfully implemented, and no Settlement Class Member has thus far objected to the Settlement or sought exclusion from it. As part of this Motion, Plaintiffs are proposing revisions to the Plan of Allocation, which was not a material term of the Amended Settlement Agreement and which this Court has the authority to change. These revisions will ensure that as many Settlement Class Members as possible will receive payment from the Settlement Fund.

Accordingly, the Named Plaintiffs respectfully ask the Court to grant final approval of the Settlement by: (1) finding that the Settlement is fair, adequate, and reasonable; (2) determining that adequate notice was provided to the Settlement Classes; and (3) approving the revised Plan of Allocation.

¹ Unless otherwise stated, capitalized terms used here have the same meaning given them in the Amended Settlement Agreement for which final approval is being sought. Note that the Amended Settlement Agreement uses the term "Settlement Agreement," rather than "Amended Settlement Agreement," to refer to itself, so Plaintiffs will refer to the Amended Settlement Agreement as the "Settlement Agreement."

II. RELEVANT BACKGROUND

This motion assumes familiarity with this litigation’s factual background and procedural history, which are summarized in detail in Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement at 2–5 (July 11, 2025).² Plaintiffs incorporate that Motion by reference and will focus here on developments since preliminary approval.

1. The implementation of the Plan of Notice. The Plan of Notice has been extensive and successful. *See* Decl. of Benjamin Gould in Supp. of Pls.’ Mot. for Final Approval of Class Action Settlement (“Gould Declaration” or “Gould Decl.”), Ex. C (filed herewith). On October 3, the Settlement Administrator disseminated individual notice by both mail and email. *Id.*, Ex. C, ¶ 4. Although 288 of the 2,737 Postcard Notices have been returned undelivered, the Settlement Administrator, after skip tracing, has successfully remailed 142 of them. *Id.*, Ex. C, ¶ 5. The Settlement Administrator has sent 1,710 Email Notices, and only 33 of those have returned as undelivered. *Id.* ¶ 11. These figures, as the Settlement Administrator notes, mean that approximately 95% of Settlement Class Members received individual notice, and that about 61% of Settlement Class Members have received both an individual Email Notice and an individual Postcard Notice. *Id.*, Ex. C, ¶ 6.

The Settlement Administrator has also established the Settlement Website and a toll-free hotline for Settlement Class Members’ questions. *Id.*, Ex. C, ¶ 7.

2. A revised Plan of Allocation. Current law requires the Settlement Administrator to report payments of \$600 and above to the Internal Revenue Service using Form 1099. *See* Am. Class Action Settlement Agreement, Ex. B, ¶ 13; Gould Decl. ¶ 3. For that reason, the original Plan of Allocation required Settlement Class Members to provide their Form W-9 information (social security number and address) to the Settlement Administrator before receiving payment. Gould Decl. ¶ 3.

² To prevent needless repetition and shorten this motion, Plaintiffs will be relying on their Motion for Preliminary Approval throughout this motion. For ease of reference, they have attached the Motion for Preliminary Approval as an Addendum, and will be citing it as such in what follows.

Beginning January 1, 2026, however, the minimum payment that must be reported to the IRS using Form 1099 will rise to \$2,000. *Id.* ¶ 4. Payments to Settlement Class Members here will be under that threshold. So, if payments are made to Settlement Class Members in 2026, Settlement Class Members need not provide their Form W-9 information to the Settlement Administrator before receiving payment.

Requiring payments to be sent in 2026 will therefore benefit Settlement Class Members enormously. It will not result in material delay (if any delay at all). *See id.* ¶ 6. But it *will* result in far more Settlement Class Members receiving payments. That is because a relatively small number of Settlement Class Members—as of November 14, only 381 of them—have provided the Form W-9 information required under the original Plan of Allocation. *Id.* ¶ 13. This low number came as some surprise, *see id.*, given the highly successful notice campaign and because the Settlement Administrator had made it easy and quick for Settlement Class Members to enter their Form W-9 information on the Settlement Website. *See Addendum at 17.*

The text of the revised proposed Plan of Allocation, and a copy showing how that text differs from the original Plan of Allocation, are attached to the Gould Declaration as Exhibits A and B respectively.

3. Further efforts to ensure that Settlement Class Members receive payment. Besides proposing a revised Plan of Allocation, Class Counsel have taken other steps to ensure that as many Settlement Class Members as possible actually receive payments from the Settlement Fund.

For practical reasons, the default payment method under this Settlement Agreement—the method used to pay Settlement Class Members if they do not choose otherwise—must be by mailing checks. Gould Decl. ¶ 15. As explained in Class Counsel’s accompanying declaration, though, past experience suggests that mailing checks from class action settlements often go uncashed. *Id.* ¶ 16.

Class Counsel’s experience also suggests there are three mutually reinforcing ways to

1 minimize the number of uncashed checks. The first is to go beyond minimum notice
2 requirements and send out reminder notices. *Id.* ¶ 19(A). The second is to provide an easy way
3 for class members to receive funds electronically. *Id.* ¶ 19(B). The third is to ensure that class
4 members physical addresses are up to date, to avoid mailing checks to inaccurate addresses. *Id.*
5 ¶ 19(C).

6 To try to accomplish all three of these goals, Class Counsel designed reminder notices
7 for Settlement Class Members. *Id.* ¶ 20. Settlement Class Members with physical addresses on
8 file will receive postcard reminders, Settlement Class Members with email addresses on file will
9 receive email reminders, and Settlement Class Members with both kinds of address on file will
10 receive both. *Id.* These reminders will be transmitted on the date of this filing at a small
11 incremental cost to the Settlement Classes. *See id.* ¶ 21. Like the Notices, the reminders
12 encourage Settlement Class Members to visit the Settlement Website, where they can select an
13 electronic payment method (*e.g.*, Venmo, PayPal, etc.) and/or ensure their physical address is up
14 to date.³ *Id.* ¶ 23; *see id.*, Exs. D–E.

15 **4. No opt outs or objections.** Settlement Class Members have only one more week—
16 until November 21—to exclude themselves from the Settlement Agreement or to object to it. To
17 date, the Settlement Administrator has not received any requests to opt out of the Settlement
18 Agreement, and there have been no objections to it. *See id.* ¶ 12; *id.*, Ex. C, ¶ 8.

19 **III. THE SETTLEMENT AGREEMENT WARRANTS FINAL APPROVAL**

20 **A. Legal standard**

21 CR 23 requires judicial approval of all class action settlements. CR 23(e). In deciding
22 whether to approve a proposed class-action settlement, a court determines whether the
23 settlement is “fair, adequate, and reasonable.” *Pickett v. Holland Am. Line-Westours, Inc.*, 145
24 Wn.2d 178, 188, 35 P.3d 351 (2001) (citation omitted). This is a “largely unintrusive inquiry.”
25 *Id.* at 189. It is “limited” to ensuring that “the agreement is not the product of fraud or

26 ³ To be clear, the Parties have already taken considerable steps to ensure that the physical addresses are accurate.
See Mot. for Prelim. Approval of Am. Settlement Agreement at 5 (Sept. 15, 2025).

1 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
2 whole, is fair, reasonable and adequate to all concerned.” *Id.* (quoting *Officers for Justice v.*
3 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982)).

4 When assessing whether a settlement is “fair, adequate, and reasonable,” Washington
5 courts generally consider the following factors: (1) “the likelihood of success by plaintiffs”; (2)
6 “the amount of discovery or evidence” produced thus far in the litigation; (3) “the settlement
7 terms and conditions”; (4) the “recommendation and experience of counsel”; (5) the “future
8 expense and likely duration of litigation”; (6) the “recommendation of neutral parties, if any”;
9 (7) the “number of objectors and nature of objections”; and (8) “the presence of good faith and
10 the absence of collusion.” *Id.* at 188–89. This list is “not exhaustive,” and “[t]he relative degree
11 of importance to be attached to any particular factor will depend upon . . . the unique facts and
12 circumstances presented by each individual case.” *Id.* at 189 (quoting *Officers for Justice*, 688
13 F.2d at 625). A court reviewing a proposed settlement should also “not . . . overlook[] that
14 voluntary conciliation and settlement are the preferred means of dispute resolution.” *Id.* at 190
15 (quoting *Officers for Justice*, 688 F.2d at 625).

16 **B. The Settlement is fair, adequate, and reasonable.**

17 Plaintiffs’ Preliminary Approval Motion addressed at length nearly all the factors listed
18 above. The arguments made in that Motion remain valid and unchanged. Indeed, because the
19 Preliminary Approval Motion comprehensively addressed factor 1 (likelihood of success), factor
20 2 (amount of discovery or evidence), factor 4 (counsel’s recommendation and experience),
21 factor 5 (expense and duration of further litigation), and factor 8 (good faith and absence of
22 collusion), Plaintiffs will not repeat what they have already said on those topics. *See* Addendum
23 at 7–9, 10–13. Instead, they will discuss how factor 3 (settlement terms and conditions) favors
24 approval of the Settlement Agreement even more than it did at the preliminary stage, and why
25 the lack of objections and opt-outs likewise favors approval.
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1. The Settlement Agreements’ fair and equitable terms and conditions support final approval.

The Settlement Agreement’s terms are fair and equitable for all the reasons already adduced in the Preliminary Approval Motion. Addendum at 9–10. The revised Plan of Allocation will further benefit Settlement Class Members by enabling the Settlement Administrator to distribute payments to all Settlement Class Members for whom there is a physical address without requiring Settlement Class Members to provide their W-9 information. *See supra* at 2–3. This likely represents a huge benefit to the Settlement Classes, given the relatively small number of Settlement Class Members who have thus far provided their Form W-9 information. *See* Gould Decl. ¶¶ 13–14. This revision to the Plan of Allocation makes an excellent Settlement Agreement even better.

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2. The reaction of the settlement class supports final approval.

To date, no Settlement Class Members oppose the Settlement Agreement or have opted out of the Settlement Classes. Gould Decl. ¶ 12; *id.*, Ex. C., ¶ 8. The absence of objections and opt-outs raises a “strong presumption” that the terms are favorable to Settlement Class Members. *See Pickett*, 145 Wn.2d at 201 (finding only 50 objections out of 470,000 class notices sent was “de minimis” and “far smaller than that approved by federal courts in similar instances); *Clemans v. New Werner Co.*, No. 3:12-CV-05186, 2013 WL 12108739, at *5 (W.D. Wash. Nov. 22, 2013) (“The scarcity of objections and requests to opt out of the Settlement both indicate the broad, class-wide support for the Settlement and support its approval.”); *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 543–44 (W.D. Wash. 2009) (finding that three objections and 119 opt-outs of an “estimated 110,000 to 140,000 Class members” was evidence of “[t]he positive response to the Settlement by the Class”).

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The reaction of the Settlement Class Members strongly supports final approval of the Settlement Agreement.

1 **IV. NOTICE HAS COMPLIED WITH WASHINGTON LAW AND DUE PROCESS**

2 The Notice Plan—involving Postcard Notice, Email Notice, and a Long-Form Notice on
3 the Settlement Website—has now been successfully implemented. Gould Decl., Ex. C, ¶¶ 4–5,
4 7. The Settlement Administrator estimates that individual notice has reached 95% of the
5 Settlement Classes. *Id.*, Ex. C, ¶ 6.

6 Together, the Postcard Notice, Email Notice, and Long-Form Notice have been more
7 than sufficient to provide “the best notice practicable under the circumstances,” CR 23(c)(2);
8 *see* Addendum at 14–15, especially given the Parties’ considerable efforts to ensure that the
9 individual notices reached as many Settlement Class Members as possible, *see* Mot. for Prelim.
10 Approval of Am. Settlement Agreement at 5 (Sept. 15, 2025). The Postcard Notice and Email
11 Notice provided essential information about the Settlement Agreement and Settlement Class
12 Members’ rights, and directed them to the Long-Form Notice on the Settlement Website for
13 further details. *See* Addendum at 16. The Settlement Website provides still more information.
14 *See id.* at 16–17. The Notice Plan has complied with both CR 23 and the requirements of due
15 process.

16 On top of this, the 95% of Settlement Class Members who received individual notice
17 will soon receive a reminder postcard and/or reminder email. *See supra* at 4. The Settlement
18 Classes will have been provided with notice that well exceeds the law’s minimum requirements.

19 **V. THE REVISED PLAN OF ALLOCATION SHOULD BE APPROVED**

20 The Settlement Agreement provides that the Plan of Allocation is not a necessary or
21 material term of the Settlement Agreement, and that the Court may approve an altered Plan of
22 Allocation without affecting the validity of the Settlement Agreement. *See* Am. Settlement
23 Agreement ¶¶ 30, 78. Plaintiffs ask that the Court approve Plaintiffs’ revised proposed Plan of
24 Allocation, which will enable many more Settlement Class Members to receive payments from
25 the Settlement Fund. *See supra* at 2–3, 6.

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For these reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement Agreement under CR 23(e), rule that the Plan of Notice has complied with CR 23 and due process, and approve the revised proposed Plan of Allocation

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