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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,

.

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.

ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT- 1

KELLER ROHRBACK L.L.P.

1201 Third Avenue, Suite 3400 Seattle, WA 98101-3052 TELEPHONE: (206) 623-1900 FACSIMILE: (206) 623-3384

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
- 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 percapita 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

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

- 7. Class Counsel's recommendation of approval also carries some weight with the Court, given their qualifications, experience, and the persistence with which they have prosecuted this case.
- 8. Approval of the Settlement Agreement is also favored by the alternative, which would have been expensive litigation that—with an appeal—likely would have lasted some years more. Under the Settlement Agreement, Settlement Class Members receive sure relief now, rather than the prospect of uncertain relief in the future. The Court deems this factor especially important where, as here, the litigation has already lasted more than seven years.
- 9. The Court is also persuaded that the Settlement Agreement was reached in good faith, after lengthy negotiations overseen by an experience mediator. The circumstances under which the Settlement Agreement, as well as the terms and conditions of the Settlement Agreement itself, affirmatively suggest that the Settlement Agreement was the product of vigorous negotiations. *See* Mot. for Prelim. Approval at 12–13. These facts and circumstances favor approval of the Settlement Agreement.
- 10. The Court also notes the absence of objections and opt-outs in response to the Settlement Agreement. This reaction, in response to a comprehensive Notice Plan, favors approval of the Settlement Agreement.
- 11. In short, the factors I find relevant to approval in this case all weigh in favor of the Court's final approval of the Settlement Agreement.

III. NOTICE AND SETTLEMENT ADMINISTRATION

12. The Court previously found that the Notice Plan met the requirements of CR 23 and due process, constituted the best notice practicable under the circumstances, and was 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, including the Settlement Agreement's releases; the motion for a Fee and Expense Award and Service Awards ("Fee Motion"); and members' right to exclude themselves from or object to the Settlement Agreement or Fee Motion.

- 13. The Court finds that the Notice Plan has now been successfully effectuated, with the result that approximately 95% of Settlement Class Members have received individual notice.
- 14. The Court also notes that on November 14, 2025, Settlement Class Members were sent postcard and email reminders about the Settlement Agreement. These reminders confirm that the notice provided to the Settlement Classes met the requirements of CR 23 and due process.
- 15. The Court confirms its approval of CPT Group as Settlement Administrator and directs and confirms its authorization to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and the Order.
- 16. The Court confirms that the administration of the Settlement Agreement, as contemplated by the Declaration of Julie Green appended to the Settlement Agreement, has been and is fair, adequate and reasonable.

IV. REVISED PLAN OF ALLOCATION

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

V. OTHER

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

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

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

IT IS SO ORDERED.

Dated this 1974 day of December, 2025.

HONORABLE GRANT BLINN

PRESENTED BY:

<u>s/ Benjamin Gould</u>

Benjamin Gould Attorney for Plaintiffs

APPROVED AS TO FORM BY:

s/ Joseph V. Gardner

Joseph V. Gardner

Attorney for Defendant

