

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

MARY BRYAN and DEBRA RILEY,
individually and on behalf of all others
similarly situated

Plaintiffs,

vs.

GRAYS HARBOR COMMUNITY
HOSPITAL, a Washington non-profit
corporation, GRAYS HARBOR COUNTY
PUBLIC HOSPITAL DISTRICT NO. 2, a
Washington municipal corporation;
REBECCA A. ROHLKE, individually, on
behalf of the marital community and as agent
of non-party Hunter Donaldson; JOHN DOE
ROHLKE, on behalf of the marital
community; RALPH WADSWORTH,
individually, on behalf of the marital
community, as agent of non-party Hunter
Donaldson, JANE DOE WADSWORTH, on
behalf of the marital community; TIM
CARDA, individually, on behalf of the
marital community, and as agent of non-party
Hunter Donaldson, JANE DOE CARDA, on
behalf of the marital community;
GRACIELA PULIDO, individually, on
behalf of the marital community and as agent
of non-party Hunter Donaldson, and JOHN
DOE PULIDO, on behalf of the marital
community,

Defendants.

CLASS ACTION

NO. 16-2-00022-0

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

IMPORTANT LEGAL NOTICE

This Notice may affect your legal rights. Please read carefully.

I. YOU MAY BE ELIGIBLE TO RECEIVE A SHARE OF CASH BENEFITS FROM A PROPOSED SETTLEMENT

You may be a member of the class listed below in a lawsuit against Grays Harbor Community Hospital (“the Hospital”). If you are a class member, you may be entitled to benefits from a \$750,000 class action settlement (“Settlement”) reached in this lawsuit.

A. Summary of Class Membership

The Court has ruled that the following people are members of the proposed Settlement class:

(1) For purposes of their claims for declaratory relief regarding the liens' invalidity and for monetary relief, a class under CR 23(b)(3) consisting of all individuals who, within the applicable period of limitations, paid money to Hunter Donaldson or the Hospital or who had a portion of their personal injury settlement funds held in trust by their attorneys to pay the Hospital's medical service lien claim because of an allegedly defective Medical lien notice filed by Hunter Donaldson on behalf of the Hospital; and

(2) For purposes of their claims for declaratory and injunctive relief regarding the liens' expiration and lack of corresponding lien releases, a class under CR 23(b)(2) consisting of all individuals with satisfied or expired Medical liens filed against them by Hunter Donaldson on behalf of the Hospital, which are still recorded with the Grays Harbor County Auditor's Office without a corresponding lien release on file.

B. Purpose of the Notice

The purpose of the Notice is to inform you of:

- The status of the lawsuit;
- The essential terms of a proposed settlement with the Hospital, including the requirements that govern payment of the proposed net proceeds of the Settlement to class members;
- The hearing to be held by the Court to consider final approval of that proposed Settlement and Plan of Distribution;
- Your rights and obligations as a result of this lawsuit, settlement, and what steps you may take in relation to the Settlement and this class action litigation; and
- Requirement of filing a claim form in order to share in the Settlement funds.

C. Summary of Options and Deadlines

As a class member, you may choose to:

- Receive a portion of cash benefits of the proposed Settlement. (To share in the benefits of the proposed Settlement, you must mail a Claim Form by November 24, 2021).
- Object to the proposed Settlement. (To object, you must mail an objection by October 4, 2021). You may both object and file a Claim Form to share in the benefits of the proposed Settlement if the settlement is approved.
- Do nothing in which case you will be bound by the terms of the Settlement, including releasing all claims you currently have against the Hospital and Hunter Donaldson, and yet receive no cash benefits.
- You also have the right to remain in this action through representation of attorneys other than Class Counsel. You will be responsible for retaining and paying these other attorneys.

II. STATUS OF THE LAWSUIT

The Plaintiff Class Representatives (Plaintiffs) have asserted claims on behalf of themselves and the Class concerning Defendants' preparation, filing, and recovery on medical service liens under RCW Ch. 60.44 RCW. Plaintiffs claim that Defendant Grays Harbor Community Hospital ("the Hospital") was negligent and unjustly enriched as a result, and that the Hospital failed to file lien releases required by law. The Grays Harbor County Superior Court has certified classes of plaintiffs described above. The Court also appointed Mary Bryan and Debra Riley as class representatives and Darrell Cochran and Christopher E. Love as Class Counsel.

The Hospital has denied and continues to deny any liability to Plaintiffs Class Representatives or the Class they represent. Class counsel have analyzed and evaluated the merits of all Parties' contentions and the impact of this Agreement on the members of the Class. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the proposed classes, Plaintiff Class Representatives and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Class.

1.6 In order to put to rest all controversy and to avoid further burdensome, protracted, and costly litigation, Class Counsel, Plaintiff Class Representatives and the Hospital agreed, subject to preliminary and final

court approval, to compromise and settle the Action between the Plaintiff Class and the Hospital on the terms set forth herein.

On August 16, 2021, the Court preliminarily approved the proposed Settlement with the Hospital. The Court will hold a hearing (the “Fairness Hearing”) at the Superior Court of Grays Harbor County, in Montesano, Washington, at 1:30 p.m. on October 25, 2021, to determine whether the Court should finally approve the proposed Settlement.

To receive a share of the Settlement benefits, you must mail the attached Claim Form, postmarked on or before November 24, 2021, to the Settlement Administrator.

III. TERMS OF SETTLEMENT

Please note that this Notice contains only a summary of the Settlement. The entire Settlement Agreement is available at the following web address, www.cptgroup.com/GraysHarborSettlement, as well as by sending a written request to the Settlement Administrator at the address listed below in Section VI.

A. Establishment of Common Fund

The Hospital or its insurer will pay \$750,000.00 into a fund, which will be available for payments to Class Members, Class Counsel, and Plaintiff Class Representatives.

B. Payments to Class Members

The proposed Settlement provides monetary relief to Class Members who timely submit a Claim Form to the Settlement Administrator containing the specified information showing that they are entitled to a payment. The Settlement Administrator will make payments to Class Members. Class members who made a payment to the Hospital on a Medical Lien claim will receive amounts ranging from 15% to 35% of the payment to the Hospital, depending on the nature of the lien, the timing of the payment, and whether they had government sponsored health coverage. Class members whose attorneys held funds in trust to satisfy a Medical Lien claim by the Hospital but did not pay the Hospital will receive amounts ranging from 6% to 10% of the amount withheld.

C. Release of Medical Lien Claims

The Hospital will file a release of lien claims against all Class Members with the Grays Harbor County Auditor.

D. Release of Claims Against the Hospital

Upon final Court approval of the Settlement and entry of the final court order dismissing claims against the Hospital, you and each other class member will be releasing all claims you may have for acts or omissions of the Hospital concerning the medical services liens filed on the Hospital's behalf.

E. Attorney Fees and Costs

To date, Class Counsel have not received any payment for their services in conducting this litigation on behalf of Plaintiffs and the Class Members, nor have Class Counsel been reimbursed for their out-of-pocket expenses. Class Counsel have been representing the named Plaintiffs on a 1/3 contingency fee basis—that is, Class Counsel would be paid 1/3 of any recovery achieved for the Plaintiffs and the class, and would receive no payment if no recovery was achieved. Class Counsel intend to seek court approval of a fee equal to one third of \$750,000.00, as well as reimbursement for their out-of-pocket litigation costs. The fee requested by Class Counsel will compensate them for their efforts in achieving a Settlement for the benefit of the class, and for their risk in undertaking this representation on a contingency basis. The actual amount awarded Class Counsel for fees and costs will be determined by the Court. No funds will be distributed to Class Counsel at this time.

F. Conditions of Settlement

The Settlement is conditioned upon the Court's final approval, which will be determined at the Fairness Hearing on October 25, 2021. If the Court does not grant final approval of the Settlement, the Settlement agreement might be terminated, and, if terminated, will become null and void, and the parties to the Settlement agreement will be restored to the respective positions they held before the Settlement agreement.

IV. OPTIONS FOR CLASS MEMBERS

A. Option #1: Agree to Proposed Settlement

In order to receive a share of the cash benefits of the settlement, you must complete and deliver to CPT Group, the **Settlement Administrator**, a Claim Form on or before November 24, 2021. A blank Claim Form is attached to this notice for your use. Any class member who fails to properly complete a Claim Form and deliver it to the **Settlement Administrator** by the deadline will not receive any share of the cash benefits of the Settlement but will still be bound by the Settlement agreement.

Class members who support the proposed Settlement do not need to appear at the Court's Fairness Hearing on the Settlement.

B. Option # 2: Object to Proposed Settlement

Objections by class members to the proposed Settlement will be considered by the Court, but only if the person raising such objections files with the Clerk for the Superior Court for Grays Harbor County, Washington, and serves on Class Counsel and counsel for the Hospital, no later than October 4, 2021, at the address set forth in Section VI, below, a written statement of his or her objections and the legal and/or factual bases for those objections. The written statement of objections must: (1) bear the case name and cause number (*Bryan v. Grays Harbor County Public Hospital Dist. No. 2*, No. 16-2-00022-0); (2) captioned as an "OBJECTION TO PROPOSED SETTLEMENT"; and (3) contain the name, address, and telephone number of the objecting party and his or her attorneys, if any. Any person who properly delivers a written statement of objection as specified herein may appear at the Fairness Hearing in person or through counsel to show cause why the proposed Settlement with the Hospital should not be approved as fair, adequate, and within the realm of reasonableness. As long as an objection is properly delivered as set forth above, the Court will consider it even if the objecting party is not present at the Fairness Hearing. An objecting party must also file a Claim Form to share in the Settlement proceeds if the settlement is approved.

No objection, and no pleadings or papers relating to any objection, will be heard or considered by the Court unless the objecting party has fully complied with the requirements of the paragraph above. Any class member who does not properly deliver a written statement of objections in the manner specified herein shall be deemed to have waived any and all objections for all purposes. Attendance at the Fairness

Hearing is not necessary; however, class members wishing to be heard orally in opposition to the proposed Settlement and/or the Plan of Distribution should indicate their wish to be heard orally in their written objection their intention to appear at the Fairness Hearing.

V. PAYMENTS TO CLASS MEMBERS

The proposed Settlement provides that the net settlement funds (the total amount of funds received from the Hospital after deduction of Court-approved litigation costs, attorney fees, and incentive payments of \$5,000.00 to each of the two named plaintiffs) will be distributed by the Settlement Administrator. Each class member who files a valid Claim Form by November 24, 2021 may be entitled to receive payment from the common fund based on criteria described above in Section III(B).

The responsibilities of the Settlement Administrator shall expressly include without limitation: (1) the determination of the eligibility of any class member to receive payment from the common fund and the amount of payment to be made to each class member; (2) the receipt and processing of all Claim Forms; (3) the administration of an appropriate procedure for adjudication of disputes that may arise with respect to the eligibility of a class member to receive payment from the common fund; (4) the compliance with any applicable law; and (5) any other duties assigned to the Settlement Administrator by order of the Court. The costs of the Settlement Administrator shall be paid by the Hospital, up to a limit of \$25,000.

VI. ADDITIONAL INFORMATION

Any questions you have concerning the matters contained in this notice (and any corrections or changes of name or address) should NOT be directed to the Court but should be directed to the Settlement Administrator at the following address and/or telephone number:

Claim Forms should be mailed to the Settlement Administrator at the following address:

Bryan v. Grays Harbor Community Hospital
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1-(888) 525-1824

Objections to the proposed Settlement Agreement must be filed with the Clerk of the Grays Harbor County Superior Court and mailed to Class Counsel and counsel for the Hospital at the following addresses:

Class Counsel

Christopher Love
Darrell L. Cochran
Pfau Cochran Vertetis Amala, PLLC
911 Pacific Avenue, Suite 200
Tacoma, WA 98402

Counsel for the Hospital

Michael Madden
Bennett Bigelow & Leedom P.S.
601 Union St #1500
Seattle, WA 98101

The pleadings, the Settlement Agreement, and other records in this litigation may be examined and copied at any time during regular office hours at the office of the Clerk, Superior Court of the State of Washington, Grays Harbor County. You may also obtain these documents from the Settlement Administrator at the address listed above.

VII. REMINDER AS TO TIME DEADLINE

1. In order to participate in the Settlement, you must complete and send a Claim Form to the Settlement Administrator at the address above by mail postmarked on or before November 24, 2021.

If you wish to object to the proposed Settlement Agreement, you must send an objection to the Clerk of the Superior Court for Grays County, Washington, Class Counsel, and counsel for the Hospital in the manner described above, by mail postmarked on or before October 4, 2021. Even if you do object, you should also timely file a Claim Form or you will not be able to receive any payments under the Settlement agreement approved by the Court after consideration of any objections.

2. The Court will hold a hearing (the “Fairness Hearing”) Superior Court of Grays Harbor County, in Montesano, Washington, at 1:30 p.m. on October 25, 2021, to determine whether the Court should finally approve the proposed Settlement.

PLEASE DO NOT CONTACT THE COURT