



MAR 20 2018

SUPERIOR COURT CLERK  
BY Nicolas Ceja  
DEPUTY

The Honorable Catherine Shaffer  
Hearing Date: March 20, 2018  
Hearing Time: 4:00 p.m.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KAMAL AMIREH and HUGO CABRERA  
VILLALOBOS, individually and on behalf  
of others similarly situated,

Plaintiffs,

v.

UW MEDICINE/NORTHWEST, d/b/a  
NORTHWEST HOSPITAL & MEDICAL  
CENTER, a Washington corporation,

Defendant.

No. 16-2-14579-5 SEA

~~PROPOSED~~ ORDER, JUDGMENT AND  
DECREE GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT,  
APPROVING AWARD OF ATTORNEYS'  
FEES AND COSTS, APPROVING  
REPRESENTATIVE PLAINTIFF AWARD,  
AND DISMISSING CLAIMS WITH  
PREJUDICE<sup>1</sup>

**I. FINDINGS OF FACT**

1. On June 21, 2016, plaintiffs Kamal Amireh and Hugo Cabrera Villalobos (“Plaintiffs”) filed a putative class action against UW Medicine/Northwest (“Northwest” or the “Hospital”) captioned *Kamal Amireh and Hugo Cabrera Villalobos v. UW Medicine/Northwest d/b/a Northwest Hospital & Medical Center*, King County Superior Court Cause No. 16-2-14579-5 SEA (the “Lawsuit”), on behalf of themselves and other uninsured and underinsured patients who received care at Northwest’s emergency department alleging that the Hospital

<sup>1</sup> The Settlement Agreement and release of claims (the “Agreement”) approved under the terms of this Order is attached as Exhibit A and is hereby incorporated by reference in its entirety.

ORDER, JUDGMENT AND DECREE  
GRANTING FINAL APPROVAL TO  
CLASS SETTLEMENT – 1

SCHROETER GOLDMARK & BENDER  
810 Third Avenue • Suite 500 • Seattle, WA 98104  
Phone (206) 622-8000 • Fax (206) 682-2305

1 subjected such patients to collection efforts without first affirmatively screening them for free or  
2 discounted care under Washington's Charity Care Act, RCW Ch. 70.170, and its implementing  
3 regulations, WAC 246-453-010 *et seq.* (collectively the "Charity Care Act"). Plaintiffs alleged  
4 causes of action for breach of contract and the contractual duty of good faith and fair dealing,  
5 unjust enrichment, violation of the Washington Consumer Protection Act ("CPA"), relief under  
6 the Declaratory Judgments Act, RCW 7.24, and injunctive relief.

7       2. Northwest has denied all claims in the Lawsuit and affirmatively states that its  
8 policies, procedures and practices fully comply with the requirements of the Charity Care Act.

9       3. Following commencement of the Lawsuit, the Parties engaged in discovery and a  
10 cooperative exchange of information regarding Northwest's charity care policies, practices, and  
11 procedures, and data relating to emergency room visits, billings, collections, and charity care  
12 determinations during the putative class period.

13       4. The Parties engaged in two full-day mediation sessions with mediator Stew  
14 Cogan on November 7, 2016, and June 22, 2017, and extensive direct negotiations between the  
15 two sessions. As a result of the mediations and arms-length negotiations, the Parties reached the  
16 proposed Settlement Agreement.

17       5. Based upon extensive analysis of the facts and the law applicable to Plaintiffs'  
18 claims, and taking into account the extensive burdens and expense of litigation, including the  
19 risks and uncertainties associated with protracted trials and appeals and the fair, cost-effective  
20 and assured method of resolving the claims of the Class, Plaintiffs and Class Counsel have  
21 concluded that the Agreement provides substantial benefits to the Class and is fair, reasonable,  
22 adequate, and in the best interests of the Class.

1           6.       Although Northwest denies all claims in the Lawsuit and denies any wrongdoing  
2 or liability to Plaintiffs or the Class of any kind, Northwest has concluded that the Agreement is  
3 in its best interests to avoid the time, expense and management distractions of defending  
4 potentially protracted litigation.

5           7.       This Court previously considered Plaintiffs' Unopposed Motion for Settlement  
6 Class Certification and Preliminary Approval of Class Action Settlement, including the  
7 Agreement, the Notice plan, and the proposed mailed Class Notice, publication Notice, and  
8 Claim Form/Charity Care Application. On October 2, 2017, this Court entered its Order Granting  
9 Motion for Preliminary Approval of Class Settlement, Certifying Settlement Class, Directing  
10 Issuance of Settlement Notice, and Scheduling Hearing on Final Approval ("Preliminary  
11 Approval Order"). On October 18, 2017, based on the Preliminary Approval Order, the Court  
12 subsequently issued an Order re Remaining Case Schedule.

13           8.       Among other things, the Preliminary Approval Order approved and directed the  
14 distribution and publication of Class Notice regarding the proposed Settlement and, in  
15 conjunction with the Court's Order re Remaining Case Schedule, set deadlines for the filing of  
16 requests for exclusion and objections, and set the date for the Final Approval Hearing.

17           9.       The Third-Party Administrator has submitted a declaration demonstrating that  
18 they have complied with all of the requirements of the Preliminary Approval Order concerning  
19 the distribution of mailed Class Notice, publication of published Class Notice, and establishment  
20 of a website regarding the Settlement.

21           10.      On September 20, 2017, as part of Plaintiffs' Unopposed Motion for Settlement  
22 Class Certification, Class Counsel submitted their unopposed request for attorneys' fees and  
23 litigation costs and supporting declarations.

1 11. On February 27, 2018, Class Counsel filed an unopposed motion seeking final  
2 approval of the Settlement, Award of Attorneys' Fees and Litigation Costs, and Representative  
3 Plaintiffs' Award.

4 12. On March 20, 2018, this Court held the Final Approval Hearing to consider,  
5 among other things, whether to grant final approval to (a) the Settlement, (b) Class Counsel's  
6 application for Attorneys' Fees and Litigation Costs and the Representative Plaintiffs' Award,  
7 and (c) the entry of this Final Approval Order.

8 13. Having read, reviewed and considered the papers filed with this Court, the oral  
9 arguments of counsel, and the written and oral objections and comments of all those who  
10 appeared at the Final Approval Hearing, and based on the entire record in the Lawsuit, the Court  
11 finds that the Settlement and the Agreement are fair, reasonable, adequate and in the best  
12 interests of the Class and should be finally approved.

## 13 **II. ORDER, JUDGMENT AND DECREE**

14 The Court having considered the record in the Lawsuit, the materials submitted in  
15 connection with the Preliminary Approval Motion, and the materials submitted in connection  
16 with the motion for final approval of the Settlement and the Agreement, and for good cause  
17 shown,

### 18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

19 1. This Court has subject matter jurisdiction over the claims asserted in this  
20 proceeding including the claims released pursuant to Section 11 of the Settlement Agreement,  
21 has personal jurisdiction over the settling Parties (including the persons in the Class), and has  
22 subject matter jurisdiction to approve the Settlement.

1           2.       As demonstrated by declarations, the Parties have complied with the terms of the  
2 Preliminary Approval Order regarding notice to the Class Members. Notice given to the Class  
3 Members was reasonably calculated under the circumstances to apprise the Class Members of  
4 the pendency of this Lawsuit, all material terms of the Agreement, their opportunity to exclude  
5 themselves from the monetary relief provisions of the Settlement, to object to or to comment on  
6 the Settlement Agreement, and to appear at the Final Approval Hearing. The notice was  
7 reasonable and the best notice practicable under the circumstances, and was due, adequate, and  
8 sufficient notice to all Class Members and complied fully with the laws of the State of  
9 Washington, the Washington Civil Rules, state and federal constitutional due process, and any  
10 other applicable rules of the Court. Class Members were provided a full opportunity to  
11 participate in the Final Approval Hearing, and all Class Members and other persons wishing to  
12 be heard have been heard. Accordingly, the Court determines that all Class Members are bound  
13 by the Agreement and this Final Approval Order, with the exception of those who timely  
14 requested exclusion from the monetary relief provisions of the Settlement (the "Opt Outs"), who  
15 are bound only with respect to Release of Claims for Injunctive Relief under Section 11.1 of the  
16 Agreement.

17           3.       The Opt Outs are identified in the Declaration of Rachel Christman filed in  
18 support of the Final Approval Motion. The Opt Outs are not bound by the Release of Claims for  
19 Damages under Section 11.2 of the Agreement.

20           4.       The Court hereby grants final approval to the Settlement as set forth in the  
21 Agreement and finds that it is fair, adequate and reasonable, and in the best interests of the Class  
22 as a whole. The Parties entered into the Agreement after contested litigation and in good faith  
23

1 after extensive, non-collusive, and arms-length negotiations. The Court has considered and  
2 overrules all of the filed objections, if any.

3         5.       Neither this Final Approval Order nor the Agreement is an admission or  
4 indication by Northwest or any other released party of the validity of any claims or defenses in  
5 the Lawsuit or of any liability or wrongdoing. This Final Approval Order and the Agreement are  
6 not a concession, and neither of them shall be used as an admission or indication with respect to  
7 any defense or claim of any wrongdoing, fault or omission by Northwest, any other released  
8 party or any other person in connection with any transaction or occurrence or any statement,  
9 release or written document issued, filed or made. Neither this Final Approval Order nor the  
10 Agreement, nor any related document, proceeding or action, nor any reports or accounts thereof,  
11 shall be offered or received in evidence in any civil, criminal or administrative proceeding, other  
12 than proceedings that may be necessary to enforce the Agreement and the releases granted in the  
13 Agreement or this Final Approval Order.

14         6.       Plaintiffs and all Class Members shall be and hereby are conclusively deemed to  
15 have fully, finally, and forever released and discharged Northwest and all other released parties  
16 from the Released Claims as provided in the Agreement, subject to the exceptions for Opt Outs  
17 described in paragraphs 2 and 3 above. This release is binding and effective on each Class  
18 Member and any of their predecessors, successors, partners, parents, subsidiaries, affiliates,  
19 custodians, agents, assigns, representatives, marital communities, heirs, executors, trustees,  
20 administrators and any other person or entity having any legal or beneficial interest in the  
21 Released Claims.

1           7.       Plaintiffs and all Class Members are hereby barred and permanently enjoined  
2 from prosecuting, commencing or continuing any proceedings regarding the Released Claims  
3 against Northwest and all other released parties as provided in the Agreement.

4           8.       Without affecting the finality of this Final Approval Order, the Court reserves  
5 continuing jurisdiction over the Parties to the Agreement and the Class, to administer, supervise,  
6 construe and enforce the Agreement in accordance with its terms.

7           9.       The Agreement is approved and expressly incorporated herein by this reference.  
8 The Parties shall consummate the Agreement according to its terms.

9           10.      Without prejudice to the rights of Opt Outs with respect to claims for damages,  
10 the Lawsuit is dismissed with prejudice and without an award of costs or fees to any party except  
11 as provided below.

12          11.      Northwest shall determine, process, and distribute charity care to eligible  
13 claimants under the Settlement in accordance with the standards, procedures and deadlines set  
14 forth in Section 7 of the Settlement Agreement. The Court shall have continuing jurisdiction over  
15 any disputes arising from the claims determination and distribution process as provided in  
16 Sections 12 and 13 of the Agreement.

17          12.      Northwest shall continue to implement, and shall implement, the policies,  
18 procedures, and practices set forth in Section 8 of the Settlement Agreement for a period of three  
19 (3) years from the date of the Court's entry of this Order, provided that if or to the extent there  
20 are changes to applicable laws that conflict with those policies, procedures, and practices, such  
21 laws will supersede Northwest's obligations under Section 8 of the Settlement Agreement, and  
22 Northwest's compliance with such superseding laws will not constitute a breach of the  
23 Agreement.

1           13.    Class Counsel's request for an attorneys' fee and cost award is approved in the  
2 amount of \$160,000. Northwest shall pay the Attorneys' Fees and Costs Award as provided in  
3 Section 10 of the Settlement Agreement.

4           14.    The Representative Plaintiffs' Awards are approved in the amount of \$1,000 each  
5 for Plaintiffs Kamal Amireh and Hugo Cabrera Villalobos. Northwest shall pay their  
6 Representative Plaintiffs' Awards by delivering a check or wire transfer for each of them to  
7 Class Counsel as provided in Section 14 of the Settlement Agreement.

8           15.    If the Settlement does not become effective as provided in the Agreement, then  
9 this Final Approval Order shall be rendered null and void and shall be vacated. In such event, all  
10 orders entered in connection with the Settlement (including, without limitation, the Preliminary  
11 Approval Order) shall be vacated and the Parties shall return to their respective litigation  
12 positions as of the date immediately preceding the entry of the Preliminary Approval Order. In  
13 such event, the Parties shall as soon as practicable meet and confer among themselves and, if  
14 needed, conduct an additional mediation session, to seek a revised proposed settlement, such  
15 meet and confer process and mediation to be concluded within sixty (60) days after the failure of  
16 Final Approval to occur. If no revised settlement is reached, the Court shall set a new case  
17 schedule.

18           IT IS SO ORDERED.

19           Done in open court this 20 day of March, 2018.

20  
21 

22           Honorable Catherine Shaffer



1 Presented by:

2 SCHROETER GOLDMARK & BENDER

3 By: /s Adam J. Berger

4 Adam J. Berger, WSBA #20714

5 810 3rd Avenue, Suite 500

6 Seattle, WA 98104

7 Phone: (206) 622-8000 / Fax: 682-4305

8 berger@sgb-law.com

9 *Co-Counsel for Plaintiffs*

10 COLUMBIA LEGAL SERVICES

11 By: /s Lori J. Isley

12 Lori Jordan Isley, WSBA #21724

13 6 S. 2nd Street, Suite 600

14 Yakima, WA 98901

15 lori.isley@columbialegal.org

16 *Co-Counsel for Plaintiffs*

17 PERKINS COIE LLP

18 By: /s Cori G. Moore (per email authority)

19 Cori G. Moore, WSBA #28649

20 Matthew P. Gordon, WSBA #41128

21 1201 Third Avenue, Suite 2200

22 Seattle, WA 98101

23 Phone: (206) 359-8000 / Fax: 359-4596

cgmooore@perkinscoie.com

mgordon@perkinscoie.com

*Counsel for Defendant*

ORDER, JUDGMENT AND DECREE  
GRANTING FINAL APPROVAL TO  
CLASS SETTLEMENT – 9

SCHROETER GOLDMARK & BENDER

810 Third Avenue • Suite 500 • Seattle, WA 98104

Phone (206) 622-8000 • Fax (206) 682-2305

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**DECLARATION OF SERVICE**

I, Victoria Molina, a resident of the County of King, declare under penalty of perjury under the laws of the State of Washington that on February 27, 2018, I caused to be e-served, and on February 28, 2018, caused to be delivered via legal messenger, true and correct copies of this document on the following counsel of record:

Cori Gordon Moore  
Matthew Gordon  
Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle WA 98101-3099  
[cgmoore@perkinscoie.com](mailto:cgmoore@perkinscoie.com)  
[mgordon@perkinscoie.com](mailto:mgordon@perkinscoie.com)  
*Counsel for Defendant*

Lori Jordan Isley, WSBA #21724  
Columbia Legal Services  
6 S. 2nd Street, Suite 600  
Yakima, WA 98901  
[lori.isley@columbialegal.org](mailto:lori.isley@columbialegal.org)  
*Co-Counsel for Plaintiffs*

DATED at Seattle, Washington this 27th day of February, 2018.

  
\_\_\_\_\_  
VICTORIA MOLINA  
Legal Assistant