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THE HONORABLE JERRY COSTELLO

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

VELMA WALKER, individually and as a
class representative; JAMES STUTZ,
individually and as a class representative;
KARL WALTHALL, individually and as a
class representative; GINA CICHON,
individually and as a class representative,
and; MELANIE SMALLWOOD,
individually and as class representative,

Plaintiffs,

vs.

HUNTER DONALDSON, LLC, a California
limited liability company; MULTICARE
HEALTH SYSTEM, a Washington nonprofit
corporation; MT. RAINIER EMERGENCY
PHYSICIANS, a Washington for-profit
corporation; REBECCA A. ROHLKE,
individually, on behalf of the marital
community and as agent of Hunter
Donaldson; JOHN DOE ROHLKE, on behalf
of the marital community; RALPH
WADSWORTH, individually, on behalf of
the marital community, and as agent of
Hunter Donaldson, and; JANE DOE
WADSWORTH, on behalf of the marital
community.

Defendants.

CLASS ACTION

NO. 13-2-08746-0

**DECLARATION OF JAMES STUTZ IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

JAMES STUTZ hereby declares and states as follows

DECLARATION OF JAMES STUTZ IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT-1

THE LAW OFFICES OF WATSON & GALLAGHER, P.S.

3623 S. 12TH STREET

TACOMA, WA 98405

P: (253) 926-8437 / F: (253) 301-2167

- 1 1. I am one of the named plaintiffs herein, and one of the proposed class
2 representatives. I make this declaration based upon personal knowledge.
3
4 2. In 2010, I was injured in an automobile crash. I sought treatment at Good
5 Samaritan Hospital, a hospital run by MultiCare.
6
7 3. At the time of my injury and treatment, I had available healthcare insurance
8 through Molina Healthcare. However, as I later learned, MultiCare did not bill
9 Molina Healthcare for my treatment costs. Instead, MultiCare used a California
10 company known as Hunter Donaldson, LLC to assert a medical services lien on its
11 behalf against any settlement I might receive.
12
13 4. Eventually, my claim against the person who injured me settled. Based on the
14 assertions of Hunter Donaldson, LLC that MultiCare had a valid and enforceable
15 medical services lien on my settlement, my attorneys held 25% of my settlement in
16 their trust account while they investigated the validity of the medical services lien.
17
18 5. As I later learned, the medical services lien asserted by Hunter Donaldson, LLC on
19 behalf of MultiCare was done fraudulently. I also learned that Hunter Donaldson,
20 LLC had asserted thousands of similar, fraudulent liens against other MultiCare
21 patients.
22
23 6. I agreed to become one of the class representatives in this lawsuit to represent
24 similarly situated MultiCare patients who had their settlements monies held up in
25 an attorney's trust account while the validity of Hunter Donaldson, LLC's
26 fraudulent medical services liens were challenged. I agreed to hire the attorneys in
 this case on a 1/3 contingent fee basis that meant that if the attorneys were unable

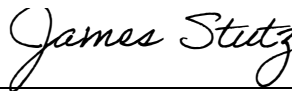
1 to prevail on the claims, that I would pay nothing for all of the time they spent
2 working on this case. There is no way I could have afforded to hire a team of
3 attorneys to work over a year and a half to fight against MultiCare and Hunter
4 Donaldson, LLC to show that the medical services liens were fraudulent and my
5 settlement money should be released to me.

6
7 7. During this lawsuit, I was required to participate in discovery. I had to answer
8 interrogatories and requests for production. I also had to undergo a deposition
9 regarding my claims. I remained in contact with the attorneys throughout this
10 case.

11 8. I have reviewed the terms of the proposed settlement with MultiCare that
12 compensates all MultiCare patients who were affected by the fraudulent medical
13 services liens asserted by Hunter Donaldson, LLC on MultiCare's behalf,
14 including patients like me who had settlement money held up in a lawyer's trust
15 account based on the fraudulent medical services liens. I believe that the
16 settlement is fair, reasonable, and should be approved.

17
18 I declare under the penalty of perjury under the laws of the State of Washington that
19 the foregoing is true and correct.

20 Dated this ____ day of November, 2014, at Tacoma, Washington.

21
22 

23 _____
24 James Stutz

1 **CERTIFICATE OF SERVICE**

2 I, **Laura Neal**, hereby declare under penalty of perjury under the laws of the State of
3 Washington that I am employed at Pfau Cochran Vertetis Amala PLLC and that on today's
4 date, I served the foregoing to the following individuals via Email per agreement:


5 Michael Madden
6 Amy Magnano
7 Jenny Churas
8 Bennett Bigelow & Leedom
9 601 Union St., Ste. 1500
10 Seattle, WA 98101
11 Attorneys for MultiCare

12 Stephen L. Perisho
13 Hunter Donaldson, LLC
14 3060 Saturn St.
15 Brea, CA 92821
16 Attorney for Hunter Donaldson Defendants

17 James A. Krueger
18 Lucy R. Clifthorne
19 Vandeberg Johnson & Gandara, LLP
20 1201 Pacific Ave. Ste. 1900
21 PO Box 1315
22 Tacoma, WA 98401-1315
23 Attorney for Mt. Rainier Emergency Physicians

24 Patricia A. Eakes
25 Shane P. Cramer
26 Calfo Harrigan Leyh & Eakes LLP
999 Third Avenue, Ste. 4400
Seattle, WA 98104
Attorneys for Ralph Wadsworth and Rebecca Rohlke

DATED this 17th day of November, 2014.

27
28 
29 _____
30 Laura Neal
31 Legal Assistant to Darrell L. Cochran

4836-1729-3344, v. 1



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