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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 MELANIE
SMALLWOOD IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

MELANIE SMALLWOOD hereby declares and states as follows

DECLARATION OF MELANIE SMALLWOOD 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 2. In 2011, I was injured in an automobile crash. I sought treatment at Good
4 Samaritan Hospital, a hospital run by MultiCare.
- 5 3. At the time of my injury and treatment, I had available healthcare insurance
6 through Medicare. However, as I later learned, MultiCare did not bill Medicare
7 for my treatment costs. Instead, MultiCare used a California company known as
8 Hunter Donaldson, LLC to assert a medical services lien on its behalf against any
9 settlement I might receive.
- 10 4. Eventually, my claim against the person who injured me settled. Based on the
11 assertions of Hunter Donaldson, LLC that MultiCare had a valid and enforceable
12 medical services lien on my settlement, my attorneys paid Hunter Donaldson, LLC
13 in the amount of the lien claim of \$1,059.00
- 14 5. As I later learned, the medical services lien asserted by Hunter Donaldson, LLC on
15 behalf of MultiCare was done fraudulently. I also learned that Hunter Donaldson,
16 LLC had asserted thousands of similar, fraudulent liens against other MultiCare
17 patients.
- 18 6. I agreed to become one of the class representatives in this lawsuit to represent
19 similarly situated MultiCare patients who had been induced to pay Hunter
20 Donaldson, LLC based on fraudulent medical services liens. I agreed to hire the
21 attorneys in this case on a 1/3 contingent fee basis that meant that if the attorneys
22 were unable to prevail on the claims, that I would pay nothing for all of the time
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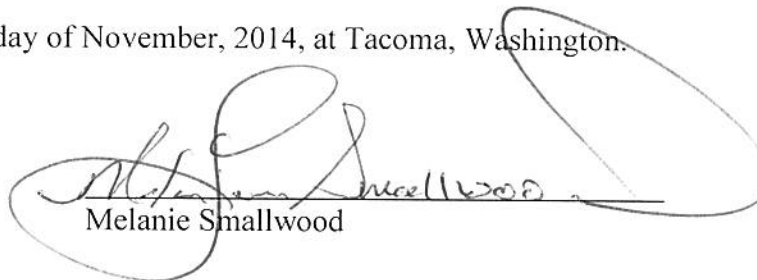
1 they spent working on this case. There is no way I could have afforded to hire a
2 team of attorneys to work over a year and a half to fight to recover monies paid
3 based on the fraudulent lien Hunter Donaldson, LLC asserted on behalf of
4 MultiCare.

5
6 7. During this lawsuit, I was required to participate in discovery. I had to answer
7 interrogatories and requests for production. I also had to undergo a deposition
8 regarding my claims. I remained in contact with the attorneys throughout this
9 case.

10 8. I have reviewed the terms of the proposed settlement with MultiCare that
11 compensates all MultiCare patients who were affected by the fraudulent medical
12 services liens asserted by Hunter Donaldson, LLC on MultiCare's behalf,
13 including patients like me who were induced to pay based on the fraudulent
14 medical services liens. I believe that the settlement is fair, reasonable, and should
15 be approved.
16

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

19 Dated this 10 day of November, 2014, at Tacoma, Washington.

20
21 
22 Melanie Smallwood
23
24
25
26

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 Laura Neal
30 Legal Assistant to Darrell L. Cochran

4836-1729-3344, v. 1



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