

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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 CHRISTINA
MIESMER IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT

CHRISTINA MIESMER hereby declares and states as follows

DECLARATION OF CHRISTINA MIESMER 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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1. I am one of the plaintiffs herein, and one of the proposed class representatives. I make this declaration based upon personal knowledge.

2. In 2011, was injured in a motor vehicle collision. I sought treatment at Tacoma General Hospital, a hospital run by MultiCare.

3. At the time of my injury and treatment, I had available healthcare insurance through Molina Healthcare. However, as I later learned, MultiCare did not bill Molina for my treatment costs. Instead, MultiCare used a California company known as Hunter Donaldson, LLC to assert a medical services lien on its behalf against any settlement I might receive.

4. Eventually, my claim against the person who injured me settled. Based on the assertions of Hunter Donaldson, LLC that MultiCare had a valid and enforceable medical services lien on my settlement, the tortfeasor's insurance company, Progressive Insurance, wrote a joint check to me and to Hunter Donaldson, LLC., in the amount of \$10,445.38, which was the amount of the lien that Hunter Donaldson, LLC was asserting was owed. This amount was over 40% of my settlement, despite the fact that the medical services lien statutes limit medical services liens to a maximum of 25% of a settlement.


5. As I later learned, the medical services lien asserted by Hunter Donaldson, LLC on behalf of MultiCare was created fraudulently. I also learned that Hunter Donaldson, LLC had asserted thousands of similar, fraudulent liens against other MultiCare patients.

- 1 6. I agreed to pursue my separate claims against MultiCare, Hunter Donaldson, LLC,
2 Wadsworth and Rohlke in a separate lawsuit filed under Pierce County Superior
3 Court Cause No. 13-2-12653-8 in September 2009. I did not join the class action
4 lawsuit that had been filed in April 2013, as that lawsuit had been removed to
5 federal court and was in limbo awaiting a decision regarding whether the lawsuit
6 would proceed in state court. I did agree that if the class action lawsuit were later
7 to proceed in state court, that I would not object to consolidating my claims with
8 that lawsuit and serving as a class representative for MultiCare's patients who had
9 been damaged in a similar fashion. My case was later consolidated with this class
10 action lawsuit on May 16, 2014.
- 11
- 12 7. I agreed to hire the attorneys in this case on a 1/3 contingent fee basis that meant
13 that if the attorneys were unable to prevail on the claims, that I would pay nothing
14 for all of the time they spent working on this case. There is no way I could have
15 afforded to hire a team of attorneys to work over a year to fight against MultiCare
16 and Hunter Donaldson, LLC to show that the medical services liens were
17 fraudulent and my settlement money should have been released to me.
- 18
- 19 8. I have reviewed the terms of the proposed settlement with MultiCare that
20 compensates all MultiCare patients who were affected by the fraudulent medical
21 services liens asserted by Hunter Donaldson, LLC on MultiCare's behalf,
22 including patients like me who had settlement money held up based on the
23 fraudulent medical services liens. I believe that the settlement is fair, reasonable,
24 and should be approved.
- 25
- 26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

Dated this 14th day of November, 2014, at Tacoma, Washington.



Christina Miesmer

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



911 Pacific Avenue, Suite 200
Tacoma, WA 98402
Phone: (253) 777-0799 Facsimile: (253) 627-0654
www.pvalaw.com