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6 CASE #: 24-2-17679-9 SEA

The Honorable Jason Holloway  
Date: January 23, 2026  
Time: 9:00 a.m.  
With Oral Argument

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

9 NICOLE KERSEY, DANA GIBSON,  
10 XANDRA ABRAM, and CASEY SAPUTO,  
11 individually and on behalf of all others similarly  
12 situated,

13 Plaintiffs,

14 v.

15 THERAPEUTIC HEALTH SERVICES,

16 Defendant.

NO. 24-2-17679-9 SEA

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT  
GRANTING PLAINTIFFS'  
MOTIONS FOR FINAL APPROVAL  
AND ATTORNEYS' FEES, COSTS  
AND SERVICE AWARD**

17 **WHEREAS**, the above-captioned class action is pending in this Court (the “Action”);

18 **WHEREAS**, Plaintiffs Nicole Kersey, Dana Gibson, Xandra Abram, and Casey Saputo  
19 (“Plaintiffs”), individually and on behalf of all others similarly situated, and Therapeutic Health  
20 Services (“Defendant”) have entered into a Settlement Agreement (the “Settlement  
21 Agreement”) that settles the above-captioned litigation and provides for a complete dismissal  
22 with prejudice of the claims asserted against Defendant in the above-captioned action (the  
23 “Action”) on the terms and conditions set forth in the Settlement Agreement, that was approved  
24 by this Court;

25 **WHEREAS**, Plaintiffs have made an application, pursuant to Rule 23 of the  
26 Washington Rules of Civil Procedure, for an order preliminarily approving the Settlement in

1 accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the  
2 Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as  
3 counsel for the Settlement Class, appointing Eisner Amber (“EAG”) as Settlement  
4 Administrator, and allowing notice to Settlement Class Members as more fully described  
5 herein;

6           **WHEREAS**, the Court granted Plaintiffs’ application for an order preliminarily  
7 approving the Settlement on September 15, 2025.  
8

9           **WHEREAS**, Plaintiffs have made an application, pursuant to Rule 23 of the  
10 Washington Rules of Civil Procedure, for a Final Order approving the Settlement in accordance  
11 with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement  
12 only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for  
13 the Settlement Class, appointing EAG, and allowing notice to Settlement Class Members as  
14 more fully described herein;

15           **WHEREAS**, the Court has read and considered: (a) Plaintiffs’ Motion for Final  
16 Approval of Class Action Settlement, and the papers filed and arguments made in connection  
17 therewith; and (b) the Settlement Agreement and exhibits attached thereto; and  
18

19           **WHEREAS**, on January 23, 2026, the Court held a Final Fairness Hearing to determine  
20 whether the proposed settlement is fair, reasonable and adequate and whether judgment should  
21 be entered dismissing this Action with prejudice. The Court has reviewed Plaintiffs’ Motion for  
22 Final Approval of Class Action Settlement and Plaintiffs’ Motion for an Award of Attorneys’  
23 Fees, Costs and Service Award (together, the “Motions”) and all supporting materials,  
24 including but not limited to the Settlement Agreement and the exhibits thereto. The Court also  
25  
26

1 considered the oral argument of counsel. Based on this review and the findings below, the  
2 Court finds good cause to grant the Motions.

3 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

4 1. The Court has jurisdiction over the subject matter of this Litigation, all claims  
5 raised therein, and all Parties thereto, including the Settlement Class.

6 2. The Settlement Agreement is fair, reasonable, adequate and in the best interests  
7 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in  
8 good faith and without collusion, by capable and experienced counsel, with full knowledge of  
9 the facts, the law, and the risks inherent in litigating the Action, and with the active  
10 involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on  
11 the Settlement Class Members, is not contrary to the public interest, and will provide the  
12 Parties with repose from litigation. The Parties faced significant risks, expense, and/or  
13 uncertainty from continued litigation of this matter, which further supports the Court's  
14 conclusion that the settlement is fair, reasonable, adequate, and in the best interests of the  
15 Settlement Class Members.

16 3. The Court grants final approval of the Settlement Agreement in full, including  
17 but not limited to the releases therein and the procedures for effecting the Settlement. All  
18 Settlement Class Members who have not excluded themselves from the Settlement Class are  
19 bound by this Final Approval Order and Judgment.

20 4. The Parties shall carry out their respective obligations under the Settlement  
21 Agreement in accordance with its terms. The relief provided for in the Settlement Agreement  
22 shall be made available to the various Settlement Class Members submitting valid Claim  
23 Forms, pursuant to the terms and conditions in the Settlement Agreement.  
24  
25  
26



1 PLLC as Class Counsel. Class Counsel has fairly and adequately represented the Settlement  
2 Classes and shall continue to do so.

3 **NOTICE TO THE CLASS**

4 12. The Court finds that the Notice Program provided for in the Settlement  
5 Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice  
6 practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide  
7 due and sufficient notice to the Settlement Class regarding the existence and nature of the  
8 Action, certification of the Settlement Class for settlement purposes only, the existence and  
9 terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude  
10 themselves from the settlement, to object and appear at the Final Fairness Hearing, and to  
11 receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the  
12 Washington Rules of Civil Procedure, the United States Constitution, and all other applicable  
13 law.  
14

15 **ATTORNEYS' FEES AND COSTS, SERVICE AWARD**

16  
17 13. The Court awards Class Counsel \$237,000.00 for attorneys' fees and \$5,923.38  
18 for reimbursement of costs and expenses, for a total award of \$242,923.38. The Court finds this  
19 amount to be fair and reasonable. Payment shall be made pursuant to the procedures in ¶¶ 100-  
20 102 of the Settlement Agreement.

21 14. The Court awards a Service Award of \$4,000 to Plaintiff Nicole Kersey, \$4,000  
22 to Plaintiff Dana Gibson, \$4,000 to Plaintiff Xandra Abram, and \$4,000 to Plaintiff Casey  
23 Saputo. The Court finds that this amount is justified by their service to the Settlement Class.  
24 Payment shall be made from the Settlement Fund pursuant to ¶¶ 98, 99 of the Settlement  
25 Agreement.  
26

**RELEASE**

1  
2           15. Each Settlement Class Member, including the Class Representative, are deemed  
3 to have, and by operation of the Judgment shall have released, acquitted, relinquished, and  
4 forever discharged any and all Released Claims as defined in the Settlement Agreement and  
5 including Unknown Claims. The full terms of the release described in this paragraph are set  
6 forth in ¶¶ 95-97 of the Settlement Agreement and are specifically approved and incorporated  
7 herein by this reference (the “Release”). Upon entry of this Order and Judgment, the Settlement  
8 Class Representatives and other Participating Settlement Class Members shall be enjoined from  
9 prosecuting any claim they have released in the preceding paragraphs in any proceeding against  
10 any of the Released Parties or based on any actions taken by any of the Released Parties that  
11 are authorized or required by the Settlement Agreement or by this Order and Judgment.  
12

**OTHER PROVISIONS**

13  
14           16. The Court directs the Parties and their counsel to implement and consummate  
15 the Settlement Agreement, and make available to Settlement Class Members the relief provided  
16 for therein, in accordance with the Settlement Agreement’s terms and provisions.  
17

18           17. The Settlement Agreement and this Final Approval Order and Judgment, and all  
19 documents, supporting materials, representations, statements and proceedings relating to the  
20 settlement, are not, and shall not be construed as, used as, or deemed evidence of, any  
21 admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of  
22 the validity or certifiability for litigation purposes of the Settlement Class or any claims that  
23 were or could have been asserted in the Action.  
24

25           18. The Settlement Agreement and this Final Approval Order and Judgment, and all  
26 documents, supporting materials, representations, statements and proceedings relating to the

1 settlement shall not be (i) deemed to be, or used as, an admission of, or evidence of the validity  
2 of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an  
3 admission of, or evidence of, any fault or omission by Defendant in the Action or in any  
4 proceeding in any court administrative agency or other tribunal, except that any Released  
5 Person may file the Settlement Agreement and/or Judgment in any action that may be brought  
6 against them or any of them to support a defense or counterclaim based on principles of res  
7 judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any  
8 other theory of claim preclusion or issue preclusion or similar defense or counterclaim pursuant  
9 to ¶ 104 of the Settlement Agreement.

11 20. If the Effective Date does not occur, the certification of the Settlement Class  
12 shall be void. The full terms of decertification in the event of the incurrence of the effective  
13 date are set forth in ¶¶ 92 of the Settlement Agreement.

14 21. Without affecting the finality of this Final Approval Order and Judgment, the  
15 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,  
16 implementation, and enforcement of the Settlement Agreement for all purposes.

18 22. The Court hereby dismisses the Action in its entirety with prejudice, and without  
19 fees or costs except as otherwise provided for herein.

20 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the  
21 Washington Rules of Civil Procedure.

23 **IT IS SO ORDERED** this \_\_\_ day of, \_\_\_\_\_ 2025.

26 \_\_\_\_\_  
The Honorable Jason Holloway  
Superior County for State of Washington

1  
2  
3 Presented By:

4 By: s/Joan M. Pradhan  
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*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I, Linsey M. Teppner, declare and state that I am a citizen of the United States and resident of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and am competent to be a witness herein. My business address and telephone number are 1700 Seventh Avenue, Suite 2200, Seattle, Washington 98101, telephone 206.682.5600.

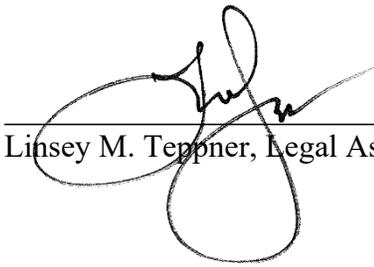
On January 23, 2025, I caused to be served the foregoing document on the individual named below via the Court’s e-filing system:

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

Executed this 23<sup>rd</sup> day of January, 2026, at Seattle, Washington.

  
\_\_\_\_\_  
Linsey M. Teppner, Legal Assistant

**King County Superior Court  
Judicial Electronic Signature Page**

Case Number: 24-2-17679-9 SEA  
Case Title: KERSEY ET AL VS THERAPEUTIC HEALTH SERVICES  
Document Title: Order  
Date Signed: 01/23/2026



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Judge: Jason Holloway

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