

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

T.R., by and through his guardian and next friend, R.R.; S.P., by and through her mother and next friend DH; C.A., by and through her mother and next friend, A.A.; T.F., by and through her father and next friend, D.F.; P.S., by and through his mother and next friend, W.S.; T.V., by and through his guardian and next friend, C.D.; E.H. by and through his mother and next friend, C.H.; E.D. by and through his mother and next friend A.D.; and L.F.S. by and through his mother and next friend, B.S.,

Plaintiffs,

v.

SUSAN N. DREYFUS, not individually, by solely in her official capacity as Secretary of the Washington State Department of Social and Health Services; and J. DOUGLAS PORTER, not individually, but solely in his official capacity as the Director of the Washington State Health Care Authority,

Defendants.

NO. C09-1677 TSZ

ORDER REGARDING
STIPULATED INTERIM
AGREEMENT AND CASE
SCHEDULE AMENDMENTS

1 This matter having come before the Court on the parties' Stipulation Regarding Interim
2 Agreement and Joint Motion Amending Case Schedule, docket no. 99, and having been fully
3 heard and duly considered it is hereby
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5 ORDERED THAT:

- 6 1. The Parties' Interim Agreement, Exhibit 1 to their Stipulation, docket no. 99, is
7 APPROVED, and the Parties' Joint Motion Amending Case Schedule, docket
8 no. 99, is GRANTED.
- 9 2. The Court is persuaded that the Interim Agreement does not impede the rights of
10 individual class members, who remain free to adjudicate their claims during the
11 course of the Interim Agreement, and that notice to class members pursuant to
12 Federal Rule of Civil Procedure 23(e) is not required.
- 13 3. The trial date of March 11, 2013, and all related deadlines are STRICKEN.
- 14 4. As set forth in the Parties' Stipulation, this case will remain on the Court's active
15 docket, and the Court shall have jurisdiction to enforce the terms of the Parties'
16 Stipulation, including the requirements and admissions of the Interim Agreement
17 incorporated therein, which the Parties have stipulated are binding upon them in
18 this action. All discovery and further litigation activity, other than that described
19 in the Interim Agreement, is STAYED pending further order of the Court.
- 20 5. The Parties are DIRECTED to file, not later than June 15, 2013, a Joint Status
21 Report regarding the status of the implementation of the Interim Agreement, the
22 status of continuing mediation efforts, and the resolution of the case.
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