1 2 G€GÍÁROÐÞÁÐÏÁÐJK€ÐÁÐET SOÞ ÕÁÔU WÞVŸ 3 ÙWÚÒÜŒJÜÁÔUWÜVÁÔŠÒÜS ÒËZ(ŠÒÖ 4 ÔOTUÒÁNAGHTÖTÖ GÎĒTÁUÒOE 5 6 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR KING COUNTY 7 In re: Fred Hutchinson Cancer Center Data Governing Case No. 23-2-24266-1 SEA 8 Breach Litigation 9 Consolidated Case Numbers: 23-2-24438-9 SEA 10 23-2-24597-1 SEA 23-2-24737-0 SEA 11 23-2-24742-6 SEA 24-2-07697-2 SEA 12 24-2-08260-3 SEA 13 24-2-08166-6 SEA 24-2-03365-3 SEA 14 15 ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION 16 **SETTLEMENT** 17 18 This matter is before the Court on Plaintiffs' Motion for Preliminary Approval of Class 19 Action Settlement (the "Motion"). Plaintiffs, individually and on behalf of the proposed Settlement 20 Class, and Defendants Fred Hutchinson Cancer Center ("Fred Hutch") and the University of 21 Washington ("UW") (collectively, "Defendants") have entered into a Settlement Agreement dated 22 December 12, 2024 that, if approved, would settle the above-captioned litigation. Having 23 considered the Motion, the Settlement Agreement together with all exhibits and attachments 24 thereto, the record in this matter, and the briefs and arguments of counsel (including Irvine 25 Plaintiffs' Opposition to Preliminary Approval of Settlement), IT IS HEREBY ORDERED as 26 follows: 27 28 [PROPOSED] ORDER GRANTING

PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

- 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meanings ascribed to those terms in the Settlement Agreement.
- 2. The Court has jurisdiction over this litigation, Representative Plaintiffs, Defendants, Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

- 3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' Motion, briefs and papers, and the declarations of Class Counsel and the Claims Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations. The terms of the Settlement Agreement fall within the range of possible approval as fair, reasonable, and adequate.
- 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement, and all of the terms and conditions contained therein.
- 5. The settlement as set forth in the Settlement Agreement is not an admission or evidence of wrongdoing, fault, violation of law, or liability of any kind by Defendants. Evidence relating to the Agreement shall not be admissible into evidence or used in any action or proceeding, except for purposes of interpreting the Settlement Agreement, this Preliminary Approval order, and any Final Approval Order that may be entered by this Court in this action.

PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

6. Pursuant to Washington CR 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident, including all those who were sent Notice by Fred Hutch or its authorized representatives.

Specifically excluded from the Class are (a) individuals who are directors or officers of either Defendant or regents of UW, (b) any entity in which a Defendant has a controlling interest, (c) the

affiliates, legal representatives, attorneys, successors, heirs, and assignees of Defendants, (d) the Judge assigned to the Litigation, and (e) that Judge's immediate family and Court staff.

The Settlement Class consists of approximately 2,151,554 individuals. These individuals constitute the "Settlement Class" solely for purposes of certifying a settlement class in this Litigation.

- 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Washington law, for settlement purposes only, as: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Settlement Class; (3) the Representative Plaintiffs' claims are typical of those of Settlement Class Members; and (4) the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement Class.
- 8. The Court preliminarily finds that the Settlement Class satisfies the requirements of Washington law for settlement purposes only, as: (1) the questions of law or fact common to the Settlement Class predominate over individual questions; and (2) class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.
- 9. The Court hereby appoints Shawna Arneson, Jennifer Aspelund, Robert Ayers, Kayla Browne, Jennifer Clayton, Jane Doe, Gary Holz, and Arlene Rappaport Reed as the Representative Plaintiffs.
- 10. The Court hereby appoints Kim D. Stephens of Tousley Brain Stephens PLLC and M. Anderson Berry of Clayeo C. Arnold, A Professional Corp., as Settlement Class Counsel (collectively, "Class Counsel" or "Settlement Class Counsel").

NOTICE AND ADMINISTRATION

- 11. Pursuant to the Settlement Agreement, the Parties have designated Kroll Settlement Administration ("Kroll") as the Claims Administrator. The Claims Administrator shall perform all the duties of the Claims Administrator set forth in the Settlement Agreement.
- 12. The Court finds that the Postcard and Long Notice, and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Washington law and provide the best notice practicable under the circumstances. The Postcard and Long Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this ORDER GRANTING

PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT - 2

Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Fairness Hearing. The Court therefore approves the Postcard and Long Notice and Notice Program and directs the parties and the Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

13. The Claims Administrator shall commence the Notice Program within thirty (30) days after entry of this Order, as required by the Settlement Agreement.

EXCLUSIONS AND OBJECTIONS

- 14. Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later than 60 days after the Notice Commencement Date. To be valid, each request for exclusion must be individually signed and timely submitted to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Settlement Class Member's intent to opt-out of the Settlement Class. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, i.e., one request is required for every Settlement Class Member seeking exclusion.
- 15. All Settlement Class Members who do not opt-out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.
- 16. Settlement Class Members who wish to object to the Settlement Agreement may do so by filing a written objection to the Court in accordance with the procedures outlined in the Long Notice, filed or postmarked no later than 60 days after the Notice Commencement Date (the "Objection Date"). Any Settlement Class Member wishing to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number *In re: Fred Hutchinson Cancer Center Data Breach Litigation*, Case No. 23-2-24266-1 SEA (Washington State Superior Court for King County); (iii) information identifying the objector as a Settlement

ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT - 3

28

Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement identifying the number of class action settlements the objector has objected to or commented on in the last five years; (vii) for each attorney representing, advising, or assisting the objector, a statement identifying every objection the attorney has filed to any other class action settlements in the last five years; (viii) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (ix) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection that substantially complies with ¶7.1(i)-(ix) of the Settlement Agreement must be mailed, with a postmark date no later than the Objection Date, to Proposed Lead Class Counsel: Kim D. Stephens, Tousley Brain Stephens PLLC, 1200 Fifth Avenue, Suite 1700 Seattle, WA; counsel for Defendant Fred Hutch, Casie D. Collignon, Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, CO 80202; and counsel for Defendant UW, Erin K. Earl, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101-3099. For all objections mailed to Proposed Lead Class Counsel and counsel for Defendants, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of Settlement.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice provided to Settlement Class Members and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

- 18. The Court will hold a Final Fairness Hearing on a date to be determined. The parties are ordered to contact Judge Janet Helson's court after January 13, 2025 to procure a hearing date and time.
- 19. At the Final Fairness Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion for attorneys' fees and costs should be granted; and (e) the service awards sought for Representative Plaintiffs should be granted.
- 20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

DEADLINES, INJUNCTION & TERMINATION

Event	Date
Defendants to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences	30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Objection Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date
Motion for Final Approval	28 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	7 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 130 days after entry of this Order

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement pending the Court's Order regarding final approval of the Settlement Agreement.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendants, or (iii) be deemed an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

IT IS SO ORDERED.

Dated: January 7, 2025 <u>Electronic signature attached</u>

HON. WYMAN YIP

ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT - 6

1	Presented By:
2	
3	By: s/Kim D. Stephens
4	Kim D. Stephens, P.S., WSBA #11984 kstephens@tousley.com
5	Cecily C. Jordan, WSBA #50061 cjordan@tousley.com
	TOUSLEY BRAIN STEPHENS PLLC
6	1200 Fifth Avenue, Suite 1700 Seattle, WA 98101
7	Tel: (206) 682-5600/Fax: (206) 682-2992 M. Anderson Berry (admitted <i>pro hac vice</i>)
8	CLAYEO C. ARNOLD
9	A PROFESSIONAL CORPORATION 865 Howe Avenue
10	Sacramento, CA 95825 Tel: (916) 239-4778
11	Fax: (916) 924-1829 aberry@justice4you.com
12	
13	Co-Chairs of Plaintiffs' Steering Committee
	Raina C. Borrelli*
14	Samuel J. Strauss, WSBA #46971 STRAUSS BORRELLI PLLC
15	980 N. Michigan Avenue, Suite 1610
16	Chicago, Illinois 60611 (872) 263-1100
17	(872) 263-1109 (facsimile)
18	sam@straussborrelli.com raina@straussborrelli.com
19	Tuma@straussoorrem.com
20	Brian C. Gudmundson* ZIMMERMAN REED LLP
21	1100 IDS Center, 80 South 8th Street
	Minneapolis, MN 55402 Tel: (612) 341-0400
22	brian.gudmundson@zimmreed.com
23	Achley M. Crocks*
24	Ashley M. Crooks* HAUSFELD LLP
25	33 Whitehall Street, Fourteenth Floor
26	New York, NY 10004 (646) 357-1100
27	acrooks@hausfeld.com
28	John J. Nelson*
	MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLC
	ORDER GRANTING PRELIMINARY APPROVAL OF

CLASS ACTION SETTLEMENT - 7

1	402 West Broadway, Suite 1760 San Diego, CA 92101
2	San Diego, CA 92101 Tel: (858) 209-6941
3	jnelson@milberg.com
4	Plaintiffs Steering Committee
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27 28	
ا 20	
	ORDER GRANTING PRELIMINARY APPROVAL OF

CLASS ACTION SETTLEMENT - 8

King County Superior Court Judicial Electronic Signature Page

Case Number: 23-2-24266-1 SEA

Case Title: IN RE FRED HUTCHINSON CANCER CENTER DATA BREACH LITIGATION

Document Title: Order Granting Motion / Petition

Date Signed: 01/07/2025

Judge: Wyman Yip

Key/ID Number: *205910285*

Page Count: This document contains 9 page(s) plus this signature page.