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

*In re: Fred Hutchinson Cancer Center Data
Breach Litigation*

Governing Case No. 23-2-24266-1 SEA

Consolidated Case Numbers: 23-
2-24438-9 SEA
23-2-24597-1 SEA
23-2-24737-0 SEA
23-2-24742-6 SEA
24-2-07697-2 SEA
24-2-08260-3 SEA
24-2-08166-6 SEA
24-2-03365-3 SEA

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendants Fred Hutchinson Cancer Center (“Fred Hutch”) and the University of Washington (“UW”) (collectively, “Defendants”) have entered into a Settlement Agreement dated December 12, 2024 that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel (including Irvine Plaintiffs’ Opposition to Preliminary Approval of Settlement), IT IS HEREBY ORDERED as follows:

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

7
8 13. The Claims Administrator shall commence the Notice Program within thirty (30)
9 days after entry of this Order, as required by the Settlement Agreement.

10 **EXCLUSIONS AND OBJECTIONS**

11 14. Class Members who wish to opt-out and exclude themselves from the Settlement
12 Class may do so by notifying the Claims Administrator in writing, postmarked no later than 60 days
13 after the Notice Commencement Date. To be valid, each request for exclusion must be individually
14 signed and timely submitted to the designated Post Office box established by the Claims
15 Administrator. The written notice must clearly manifest a Settlement Class Member's intent to opt-
16 out of the Settlement Class. All Requests for Exclusion must be submitted individually in
17 connection with a Settlement Class Member, i.e., one request is required for every Settlement Class
18 Member seeking exclusion.

19 15. All Settlement Class Members who do not opt-out and exclude themselves shall be
20 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and
21 Judgment.

22 16. Settlement Class Members who wish to object to the Settlement Agreement may do
23 so by filing a written objection to the Court in accordance with the procedures outlined in the Long
24 Notice, filed or postmarked no later than 60 days after the Notice Commencement Date (the
25 "Objection Date"). Any Settlement Class Member wishing to object to the Settlement Agreement
26 shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall
27 state: (i) the objector's full name and address; (ii) the case name and docket number – *In re: Fred*
28 *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

1 Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the
2 objector's settlement notice, copy of original notice of the Data Security Incident, or a statement
3 explaining why the objector believes he or she is a Settlement Class Member); (iv) a written
4 statement of all grounds for the objection, accompanied by any legal support for the objection the
5 objector believes applicable; (v) the identity of any and all counsel representing the objector in
6 connection with the objection; (vi) a statement identifying the number of class action settlements
7 the objector has objected to or commented on in the last five years; (vii) for each attorney
8 representing, advising, or assisting the objector, a statement identifying every objection the attorney
9 has filed to any other class action settlements in the last five years; (viii) a statement whether the
10 objector and/or his or her counsel will appear at the Final Fairness Hearing; and (ix) the objector's
11 signature or the signature of the objector's duly authorized attorney or other duly authorized
12 representative (if any) representing him or her in connection with the objection. To be timely,
13 written notice of an objection that substantially complies with ¶7.1(i)-(ix) of the Settlement
14 Agreement must be mailed, with a postmark date no later than the Objection Date, to Proposed
15 Lead Class Counsel: Kim D. Stephens, Tousley Brain Stephens PLLC, 1200 Fifth Avenue, Suite
16 1700 Seattle, WA; counsel for Defendant Fred Hutch, Casie D. Collignon, Baker & Hostetler, LLP,
17 1801 California Street, Suite 4400, Denver, CO 80202; and counsel for Defendant UW, Erin K.
18 Earl, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101-3099. For all
19 objections mailed to Proposed Lead Class Counsel and counsel for Defendants, Proposed
20 Settlement Class Counsel will file them with the Court with the Motion for Final Approval of
21 Settlement.

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

27 **FINAL APPROVAL HEARING**

1 18. The Court will hold a Final Fairness Hearing on a date to be determined. The parties
2 are ordered to contact Judge Janet Helson's court after January 13, 2025 to procure a hearing date
3 and time.

4 19. At the Final Fairness Hearing, the Court will consider whether:
5 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally
6 certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion
7 for attorneys' fees and costs should be granted; and (e) the service awards sought for Representative
8 Plaintiffs should be granted.

9 20. The Court reserves the right to continue the date of the Final Approval Hearing
10 without further notice to Settlement Class Members.

11 **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

22 21. All proceedings and deadlines in this matter, except those necessary to implement
23 this Order and the settlement, are hereby stayed and suspended until further order of the Court.
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1 22. All Settlement Class Members who do not validly opt out and exclude themselves
2 are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the
3 Settlement Agreement pending the Court's Order regarding final approval of the Settlement
4 Agreement.

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

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23 Dated: January 7, 2025

Electronic signature attached

24 HON. WYMAN YIP
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28

1 *Presented By:*

2
3 By: *s/Kim D. Stephens*

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PHILLIPS GROSSMAN LLC

ORDER GRANTING

PRELIMINARY APPROVAL OF

CLASS ACTION SETTLEMENT - 7

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4 *Plaintiffs Steering Committee*

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**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*
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