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

JEFFRIE ALAN SUMMERS II, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

SEA MAR COMMUNITY HEALTH
CENTERS,

Defendant.

No. 22-2-00773-7 SEA

**FINAL ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
THE CLASS ACTION SETTLEMENT
AND GRANTING PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD**

Before the Court is Plaintiffs' (Plaintiff Jeffrie Alan Summers II and Class Representatives Alan Hall and Kristina Wright) unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs ("Plaintiffs" or "Settlement Class Representative") and Defendant Sea Mar Community Health Centers as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement; the motion for fees, costs and service award; the objection and response thereto; and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, *in which all counsel gave argument,* the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

1 **THE COURT** not being required to conduct a trial on the merits of the case or determine
2 with certainty the factual and legal issues in dispute when determining whether to approve a
3 proposed class action settlement; and

4 **THE COURT** makes the findings and conclusions hereinafter set forth for the limited
5 purpose of determining whether the Settlement should be approved as being fair, reasonable,
6 adequate and in the best interests of the Settlement Class;

7 **IT IS ON THIS** 20th day of December, 2022,

8 **ORDERED** that:

9
10 1. The Settlement involves allegations in Plaintiff's Class Action Complaint that
11 Defendant failed to safeguard and protect the personally identifiable information and/or protected
12 health information of its patients and that this alleged failure caused injuries to Plaintiffs and the
13 Class.

14
15 2. The Settlement does not constitute an admission of liability by Defendant, and the
16 Court expressly does not make any finding of liability or wrongdoing by Defendant.

17 3. Unless otherwise noted, words spelled in this Order with initial capital letters have
18 the same meaning as set forth in the Settlement Agreement.

19 4. On August 2, 2022, the Court entered an Order which, among other things: (a)
20 approved the Notice to the Settlement Class, including approval of the form and manner of notice
21 under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class
22 in this matter, including defining the class, appointed Plaintiffs as the Settlement Class
23 Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the
24 Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims
25 Administrator; and (f) set the date for the Final Approval Hearing.
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1 5. In the Order Granting the Motion for Preliminary Approval of Class Settlement
2 Agreement, pursuant to Washington Civil Rule 23(b)(3) and 23(e), for settlement purposes only,
3 the Court certified the Settlement Class, defined as follows:

4 All persons whose Private Information was maintained on Sea Mar's computer
5 systems and/or network that was potentially compromised in the Data Incident.

6 The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all
7 Settlement Class Members who timely and validly submit requests for exclusion from the
8 Settlement Class; (iii) any other Person found by a court of competent jurisdiction to be guilty
9 under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the
10 Data Incident or who pleads nolo contendere to any such charge; and (iv) members of the judiciary
11 to whom this case is assigned, their families, and members of their staff.

12 6. The Court, having reviewed the terms of the Settlement Agreement submitted by
13 the parties pursuant to Washington Civil Rule 23(e), grants final approval of the Settlement
14 Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval
15 Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements
16 of Washington Civil Rule 23.
17

18 7. The Settlement Agreement provides, in part, and subject to a more detailed
19 description of the settlement terms in the Settlement Agreement, for:
20

- 21 a. A process for Settlement Class Members to submit claims for compensation that
22 will be evaluated by a Claims Administrator mutually agreed upon by Settlement
23 Class Counsel and Defendant.
- 24 b. Defendant to pay all Notice and Claims Administration costs.
- 25 c. Defendant to pay a Court-approved amount for attorneys' fees, costs, and expenses
26 of Settlement Class Counsel of \$1,320,000.
- 27 d. Defendant to pay a Service Award of \$2,500 to each Settlement Class
Representative.

1 8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are
2 hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys,
3 and the Claims Administrator are hereby directed to consummate the Settlement in accordance
4 with this Order and the terms of the Settlement Agreement.

5 9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees,
6 costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to
7 Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of
8 the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

9 10. The Court finds that such Notice as therein ordered, constitutes the best possible
10 notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all
11 Settlement Class Members in compliance with the requirements of Washington Civil Rule
12 23(c)(2).
13

14 11. As of the final date of the Opt-Out Period, 35 potential Settlement Class Members
15 have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those
16 persons are set forth in Exhibit G to the Settlement Administrator's Declaration filed in support of
17 the Motion for Final Approval. Those persons are not bound by this Final Order and Judgment,
18 as set forth in the Settlement Agreement.
19

20 12. The Court has considered the objection raised to the Settlement and the response
21 thereto, as well as all evidence received at the Final Approval Hearing relative to the objection.

22 While the ~~The~~ Court denies the objection ~~in its entirety, finding it lacks merit.~~ *it finds that valid objections exist. On*
23 *balance however,*

24 13. The Court has considered all the documents filed in support of the Settlement, and
25 has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the
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the Court finds the settlement to be fair, adequate and reasonable.
-SP12

1 Final Approval Hearing, all other papers and documents comprising the record herein, and all oral
2 arguments presented to the Court.

3 14. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator, and
4 the Claims Referee shall implement the Settlement in the manner and time frame as set forth
5 therein.

6
7 15. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members
8 release claims against Defendant and all Released Persons, as defined in the Settlement
9 Agreement, as follows:

10 **The Release.** Upon the Effective Date, and in consideration of the Settlement
11 benefits described herein, each of the Settlement Class Representatives and
12 Participating Settlement Class Members, and each of their spouses and children
13 with claims on behalf to the Settlement Class member guardians and wards, and
14 each of their respective heirs, executors, administrators, estates, representatives,
15 agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors,
16 legal representative, attorneys, and assigns and all who claims through them or who
17 assert claims (or could assert claims) on their behalf (including the government in
18 the capacity as *parens patriae* or on behalf of creditors or estates of the releasers)
19 shall, be deemed to have, and by operation of Judgment shall have released,
20 acquitted, relinquished, and forever discharged any and all Released Claims against
21 Sea Mar and its present and former predecessors, successors, assigns, parents,
22 subsidiaries, divisions, affiliates, Related Entities, departments, and any and all of
23 their respective past, present, and future officers, directors, employees,
24 stockholders, partners, servants, agents, successors, attorneys, advisors,
25 consultants, representatives, insurers, reinsurers, subrogees and the predecessors,
26 successors, and assigns of any of the foregoing. The relief stated above will be
27 provided to Class Members as consideration for a general release of Sea Mar for all
claims and causes of action pleaded or that could have been pleaded that are related
in any way to the activities stemming from the Sea Mar Data Incident described in
the operative Complaint.

Released Claims shall not include the right of any Settlement Class Member or any of the Released
Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall
not include the claims of those persons identified in Exhibit G to the Settlement Administrator's
Declaration who have timely and validly requested exclusion from the Settlement Class.

1 Presented by:

2 **HAGENS BERMAN SOBOL SHAPIRO**
3 **LLP**

4 By: /s/ Thomas E. Loeser
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8 John A. Yanchunis
9 (*Pro Hac Vice application to be filed*)
10 RYAN D. MAXEY
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22 *Attorneys for Plaintiff and the Settlement*
23 *Class*

21 **Approved as to form:**

22 **LEWIS BRISBOIS BISGAARD &**
23 **SMITH LLP**

24 By: s/ Randy Aliment
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3 *Attorneys for Defendant Sea Mar Community*
4 *Health Centers*

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3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies that he is an employee in the law offices of Hagens
5 Berman Sobol Shapiro LLP, and is a person of such age and discretion as to be competent to
serve papers.

6 On the date set forth below, I caused to be served **[PROPOSED] FINAL ORDER AND**
7 **JUDGMENT GRANTING FINAL APPROVAL OF THE CLASS ACTION**
8 **SETTLEMENT AND GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES,**
9 **COSTS, AND SERVICE AWARD** by arranging for a copy to be delivered on the interested
parties in said action in the manner described below, addressed as follows:

10 LEWIS BRISBOIS BISGAARD & SMITH LLP Aryn Seiler Kathleen A. Nelson 11 1111 Third Avenue, Suite 2700 Seattle, WA 98101 12 Phone: (206) 436-2020 E-mail: aryn.seiler@lewisbrisbois.com 13 E-mail: kathleen.nelson@lewisbrisbois.com 14 <i>Attorneys for Defendants</i>	<input type="checkbox"/> Via CM/ECF <input checked="" type="checkbox"/> E-service agreement <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier
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16 DATED this 23rd day of November, 2022.

17 s/ Carrie L. Flexer
18 Carrie L. Flexer, Paralegal