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IN THE SUPERIOR COURT FOR 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

~~PROPOSED~~ FINAL APPROVAL
ORDER AND FINAL JUDGMENT
GRANTING PLAINTIFFS' MOTIONS
FOR FINAL APPROVAL AND FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter is before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (the "Fees, Costs, and Service Awards Motion").

~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTIONS FOR FINAL APPROVAL
AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE
AWARDS - 1

1 WHEREAS, Plaintiffs Shawna Arneson, Jennifer Aspelund, Robert Ayers, Kayla
2 Browne, Jennifer Clayton, Jane Doe, Gary Holz, and Arlene Rappaport Reed (“Plaintiffs”)
3 individually and on behalf of all others similarly situated, and Defendants Fred Hutchinson
4 Cancer Center (“Fred Hutch”) and the University of Washington (“UW”) (UW and Fred Hutch,
5 collectively, “Defendants”) have entered into a Settlement Agreement¹ that settles the above-
6 captioned litigation and provides for a complete dismissal with prejudice of the claims asserted
7 against Defendants on the terms and conditions set forth in the Settlement;

8 WHEREAS, Plaintiffs made an application, pursuant to Rule 23 of the Washington Rules
9 of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the
10 Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only,
11 appointing Plaintiffs as Class Representatives, appointing Interim Class Counsel as counsel for
12 the Settlement Class, appointing Kroll Settlement Administration LLC as settlement
13 administrator, and allowing notice to Settlement Class Members as more fully described herein;

14 WHEREAS, on January 7, 2025, the Court entered an order (the “Preliminary Approval
15 Order”) granting preliminary approval to the Settlement and approving the form and manner for
16 providing notice to the Settlement Class;

17 WHEREAS, following the Court’s Preliminary Approval Order, and in accordance with
18 notice plan set forth in the Settlement Agreement and the Preliminary Approval Order, the
19 Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the
20 settlement, and their rights to request exclusion, object, and/or appear and the Final Approval
21 Hearing;

22 WHEREAS, on March 24, 2025, Plaintiffs’ filed a Motion for an Award of Attorneys’
23 Fees, Costs, and Service Awards, with an accompanying declaration from Kim D. Stephens
24 setting forth Class Counsel’s time and expenses (the “Fee, Costs, and Service Awards Motion”);

25 ¹ The terms of the settlement are set forth in a Settlement Agreement with accompanying exhibits
26 attached as Exhibit A to Plaintiffs’ Renewed Unopposed Motion for Preliminary Approval of
Class Action Settlement (ECF No. 61) (the “Settlement”).

1 WHEREAS, on April 22, 2025, Plaintiffs filed their Motion for Final Approval of Class
2 Action Settlement ("Final Approval Motion") and accompanying Declarations from Kim D.
3 Stephens, Kroll Settlement Administration LLC, and CyEx in support of the motion;

4 WHEREAS, on May 20, 2025, the Court held a Final Fairness Hearing to determine
5 whether the proposed settlement is fair, reasonable and adequate and whether judgment should
6 be entered dismissing this Action with prejudice;

7 WHEREAS the Court has read and considered (a) Plaintiffs' Final Approval Motion and
8 Plaintiffs' Fee, Costs, and Service Awards Motion (together, the "Motions") and all supporting
9 materials, including but not limited to the Settlement Agreement and the exhibits thereto; (b) any
10 objections filed with or presented to the Court; and (c) the Parties' responses to any objections;
11 and

12 WHEREAS the Court, having given an opportunity to be heard to all requesting persons
13 in accordance with the Preliminary Approval Order; having heard the presentation of Class
14 Counsel; having heard from any objectors appearing at the hearing and having reviewed all of
15 the submissions presented with respect to the proposed Settlement; having determined that the
16 settlement is fair, reasonable, and adequate; having considered the application made by Class
17 Counsel for attorneys' fees, costs, and service awards to the Class Representatives, and having
18 reviewed the materials in support of that application; and finding good cause appearing in the
19 record to grant the Motions,

20 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
21 **that:**

22 1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are
23 **GRANTED** as stated herein;

24 2. The Court has jurisdiction over the subject matter of this Litigation, all claims
25 raised therein, and all Parties thereto, including the Settlement Class.

26 3. The Settlement Agreement is fair, reasonable, adequate and in the best interests

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

9 4. The Court grants final approval of the Settlement Agreement in full, including but
10 not limited to the releases therein and the procedures for effecting the Settlement. All Settlement
11 Class Members who have not excluded themselves from the Settlement Class are bound by this
12 Final Approval Order and Judgment; and

13 5. The Parties shall carry out their respective obligations under the Settlement
14 Agreement in accordance with its terms. The relief provided in the Settlement Agreement shall
15 be made available to the various Settlement Class Members submitting valid Claim Forms,
16 pursuant to the terms and conditions in the Settlement Agreement.

17 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

18 6. Ten objections to the settlement were received. The Court has considered each
19 objection and finds that none of the objections counsel against settlement approval.

- 20 a. Objection from Robert Neel: This objection was withdrawn and the Court
21 finds that it does not counsel against settlement approval.
- 22 b. Objection from Diane E. Mellem: Ms. Mellem's objection is invalid because
23 she also requested exclusion from the Settlement. Her objection is overruled.
- 24 c. Objection from McClain High: Mr. High's objection is invalid because it does
25 not contain his contact information, as required by the Court's Preliminary
26 Approval Order. Regardless, the Court has considered the objection—which

1 fails to contain any substantive critique of the Settlement—and finds that it
2 does not counsel against settlement approval. Mr. High's objection is
3 overruled.

4 d. Objections from Erika Haack, David Stoubaugh, Alexander Irvine, Barbara
5 Twaddell, Kyler Endicott, Andrea Gribbon, and Alicia Mau: The Court has
6 considered the objections submitted by these individuals and finds that the
7 objections do not counsel against settlement approval. These objections are
8 overruled.

9 7. All persons who did not object to the settlement in the manner set forth in the
10 Settlement Agreement are deemed to have waived any objections, including but not limited to
11 by appeal, collateral attack, or otherwise.

12 8. A list of putative members of the Settlement Class who have timely and validly
13 elected to opt-out of the Settlement and the Settlement Class, in accordance with the requirements
14 in the Settlement Agreement, has been submitted to the Court as an attachment to the Declaration
15 of Frank Ballard filed in advance of the Final Approval Hearing. That list is attached as Exhibit
16 A to this Order. The persons listed in Exhibit A are not bound by the Settlement Agreement or
17 this Final Approval Order and Judgment, and they are not entitled to any of the benefits under
18 the settlement.

19 **CERTIFICATION OF THE SETTLEMENT CLASS**

20 9. Solely for purposes of the Settlement Agreement and this Final Approval and
21 Order and Judgment, the Court hereby certifies the following Settlement Class:

1 **Settlement Class:**

2 All persons residing in the United States whose Private Information was
3 potentially or actually compromised in the Data Security Incident, including all
4 those who were sent Notice by Fred Hutch or its authorized representative. Class
5 Members specifically excludes: (a) all individuals who are directors or officers of
6 either Defendant or who are regents of UW, (b) any entity in which either
7 Defendant has a controlling interest, (c) the affiliates, legal representatives,
8 attorneys, successors, heirs, and assigns of Defendants, (d) the Judge assigned to
9 the Litigation, and (e) that Judge's immediate family and Court staff. All members
10 of the Settlement Class that do not opt-out of the settlement shall be referred to as
11 Settlement Class Members.

12 10. The Court incorporates its preliminary conclusions in the Preliminary Approval
13 Order regarding the satisfaction of Rule 23 of the Washington Rules of Civil Procedure. Because
14 the Settlement Class is certified solely for purposes of settlement, the Court need not address any
15 issues of manageability for litigation purposes.

16 11. The Court grants final approval to the appointment of Representative Plaintiffs
17 Shawna Arneson, Jennifer Aspelund, Robert Ayers, Kayla Browne, Jennifer Clayton, Jane Doe,
18 Gary Holz, and Arlene Rappaport Reed as Class Representatives and concludes that they have
19 fairly and adequately represented the Settlement Class and shall continue to do so.

20 12. The Court grants final approval to the appointment of Kim D. Stephens, P.S. of
21 Tousley Brain Stephens PLLC and M. Anderson Berry of Clayco C. Arnold, P.C. as Settlement
22 Class Counsel. Class Counsel has fairly and adequately represented the Settlement Classes and
23 shall continue to do so.

24 **NOTICE TO THE CLASS**

25 13. The Court finds that the Notice Program provided for in the Settlement Agreement
26 and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable
27 under the circumstances; (ii) was reasonably calculated to provide, and did provide due and
28 sufficient notice to the Settlement Class regarding the existence and nature of the Action,
29 certification of the Settlement Class for settlement purposes only, the existence and terms of the
30 Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from

1 the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under
2 the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil
3 Procedure, the United States Constitution, and all other applicable law.

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

5 14. The Court awards Class Counsel \$3,833,333.33 for attorneys' fees and
6 \$35,117.71 for reimbursement of costs and expenses, for a total award of \$3,868,451.04. The
7 Court finds this amount of fees fair and reasonable under the percentage of recovery method and
8 under a lodestar cross-check, given the exceptional results obtained for the Settlement Class in
9 the form of significant monetary relief; the complexity of the issues presented in the Litigation;
10 the risk of non-payment posed in the Litigation; the contingent nature of the fee; and the skill of
11 Class Counsel. Payment shall be made pursuant to the procedures in the Settlement Agreement.

12 15. The Court awards a Service Award of \$2,500 to each of the Class Representatives:
13 Shawna Arneson, Jennifer Aspelund, Robert Ayers, Kayla Browne, Jennifer Clayton, Jane Doe,
14 Gary Holz, and Arlene Rappaport Reed. The Court finds such amounts are justified by their
15 service to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to the
16 Settlement Agreement.

17 **RELEASE**

18 16. Each Settlement Class Member, including the Class Representatives, are deemed
19 to have, and by operation of the Judgment shall have, fully, finally, and forever released,
20 relinquished, and discharged all Released Claims as defined in the Settlement Agreement and
21 including Unknown Claims. The full terms of the release described in this paragraph are set forth
22 in paragraphs 1.27-1.28 and 8.1 of the Settlement Agreement and are specifically approved and
23 incorporated herein by this reference (the "Release"). Further, upon the Effective Date, and to
24 the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall
25 directly, indirectly, or in any representative capacity, be permanently barred and enjoined from
26 commencing, prosecuting, or participating in any recovery in any action in this or any other

1 forum (other than participation in this Settlement Agreement as provided herein) in which any of
2 the Released Claims is asserted.

3 17. The Settlement Agreement and this Final Judgment and Order apply to all claims
4 or causes of action settled under the Settlement Agreement and binds Class Representatives and
5 all Settlement Class Members who did not properly request exclusion. The Settlement Agreement
6 and this Final Approval Order and Judgment shall have maximum res judicata, collateral
7 estoppel, and all other preclusive effects in any and all causes of action, claims for relief, suits,
8 demands, petitions, or any other challenges or allegations that arise out of or relate to the subject
9 matter of the Cases.

10 **OTHER PROVISIONS**

11 18. The Court directs the Parties and their counsel to implement and consummate the
12 Settlement Agreement and make available to Settlement Class Members the relief provided for
13 therein, in accordance with the Settlement Agreement's terms and provisions.

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

20 20. The Settlement Agreement and this Final Approval Order and Judgment, and all
21 documents, supporting materials, representations, statements and proceedings relating to the
22 settlement shall not be offered or received into evidence, and are not admissible into evidence,
23 in any action or proceeding, except that the Settlement Agreement and this Final Approval Order
24 and Judgment may be filed in any action by any Defendant or the Settlement Class Members
25 seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

26 21. If the Effective Date does not occur for any reason, the Action will revert to the

1 status that existed before the Settlement Agreement's execution date, and the Parties shall be
2 restored to their respective positions in the Action as if the Settlement Agreement had never been
3 executed. No term or draft of the Settlement Agreement, or any part of the Parties' settlement
4 discussions, negotiations, or documentation, will have any effect or be admissible in evidence
5 for any purpose in the Litigation.

6 22. Without affecting the finality of this Final Approval Order and Judgment, the
7 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,
8 implementation and enforcement of the Settlement Agreement for all purposes.

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

11
12 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the
13 Washington Rules of Civil Procedure.

14
15 **IT IS SO ORDERED.**

16
17 Dated: MAY 20, 2025

18 
19 HON. WYMAN YIP

20 Presented By:

21
22 By: s/Kim D. Stephens, P.S.
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Plaintiffs Steering Committee

Exhibit A

Opt-Out List

Count	Record Identification Number
1	83118CDYYNDP6
2	83118DRFBFWK4
3	83118FB55SHR4
4	83118F2WRXSVG
5	83118FBTDF7BR
6	83118D3ZZXYGK
7	83118D5438XPB
8	83118F74YMG37
9	83118D5GSVHFS
10	83118CKNNH5VC
11	83118CZNKF9CJ
12	83118DWRM3ZNW
13	83118F8YC3KRD
14	83118FG2NPD4X
15	83118F21T22XG
16	83118D12YCR5V
17	83118FD4R3F49
18	83118DNWH0B09
19	83118FB2HRDWG
20	83118DCHDHHG2
21	83118CZ3JQJ97
22	83118DTNGDDB1
23	83118FDX80958
24	83118CXNSF3N9
25	83118DXVPVB5F
26	83118CH9DDX1Y
27	83118DCJ40QT7
28	83118DQFGX88Y
29	83118F91P7CXM
30	83118FM6FTX60
31	83118D4S7GSKC
32	83118CY815Q0H
33	83118FD5TBN8V
34	83118DSCV2KZZ
35	83118F80HNFKF
36	83118F32VF80X
37	83118F0QSB0P
38	83118CGBQM6N1
39	83118CW65VTKD

Opt-Out List

Count	Record Identification Number
40	83118CZZKFHR1
41	83118FBM8Y3ST
42	83118CF1KYX0H
43	83118CXZ46S96
44	83118D2JCHWFF
45	83118D4RM137G
46	83118F7F5FGW9
47	83118DNFKQ471
48	83118CJ2PZ8QM
49	83118DT5328V1
50	83118DT4Z0ZKP
51	83118DT5J67C3
52	83118D3NDTQ3C
53	83118CH318Y81
54	83118DXSTWWJ4
55	83118DG9K4GCK
56	83118CKX7CJJB
57	83118DTSJ5910
58	83118F8G47BDN
59	83118DZ2D54M2
60	83118CF3G4P6P
61	83118DXSRXNPY
62	83118F6H1F8GY
63	83118DFNPZ87V