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THE HONORABLE MICHAEL K. RYAN
Department 37
for Consideration: December 26, 2024
Without Oral Argument

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

JANE DOE and JOHN DOE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

VIRGINIA MASON MEDICAL CENTER, and
VIRGINIA MASON HEALTH SYSTEM,

Defendants.

NO. 19-2-26674-1 SEA

**PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

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I. INTRODUCTION

Plaintiff filed this lawsuit in October 2019, alleging that the website and online patient portal that Defendants Virginia Mason Medical Center and Virginia Mason Health System (“VM”) maintained deployed computer source code to command patient computing devices to transmit patient data, including personally identifiable information (PII), to third parties, including Facebook and Google. After five years of litigation that included substantial discovery and motion practice, including discretionary review of the Court’s class certification order by the Washington Court of Appeals and Supreme Court, and preparation for an imminent trial, the parties engaged in arm’s-length negotiations with the assistance of an experienced mediator.

The parties’ negotiations resulted in an outstanding settlement for the Settlement Class. VM will pay \$3,500,000 to establish a non-reversionary Settlement Fund to pay Settlement Class Members’ claims. If claims exceed that amount, VM will pay an additional amount of up to \$3,250,000. VM will also establish a Web Governance Committee to ensure that VM’s use of marketing analytics and advertising technologies is consistent with applicable law—regardless of whether the federal government issues new guidance on this technology. VM has also agreed to refrain from using source code from Meta, Google, TradeDesk, and X on its websites unless the Web Governance Committee determines it complies with federal regulations and VM affirmatively discloses it. VM will also separately pay Court-approved costs for the Settlement Administrator, Class Counsel’s attorneys’ fees and costs, and a service award to Plaintiff.

The proposed settlement satisfies the requirements for preliminary approval because it was negotiated at arm’s length and is fair and reasonable to all Settlement Class Members. Plaintiff requests the Court grant his motion, approve the Notice Program, and schedule a Final Approval Hearing.

1 **II. STATEMENT OF FACTS**

2 **A. The settlement was reached after years of hard-fought litigation.**

3 Plaintiff Jane Doe filed this lawsuit in October 2019 on behalf of a proposed class of
4 other VM patients, asserting claims for invasion of privacy, fraudulent concealment, breach of
5 common law duty of confidentiality, and for violation of the Washington Consumer Protection
6 Act, Washington’s identity theft statute (RCW 9.35.020), and Washington’s Health Care
7 Information Act. Dkt. 1. After defeating VM’s motion to dismiss, Dkt. 69, Plaintiff amended her
8 complaint to add John Doe as a plaintiff and claims for negligence, breach of contract, and
9 unjust enrichment. Dkt. 93. The Court dismissed the breach of contract claim, Dkt. 133, and
10 Jane Doe later withdrew as class representative while John Doe continued to represent the
11 class. Dkt. 315.

12 Over five years of litigation, Plaintiff responded to multiple sets of discovery requests
13 and served five sets on VM, which produced over 10,000 pages of documents. Plaintiff served
14 subpoenas on ten third parties, including Facebook and Google, that produced over 500,000
15 pages. And the parties took 19 depositions, including plaintiff, VM representatives, and the
16 parties’ eight experts. Terrell Decl. ¶ 2.

17 Plaintiff moved for class certification in December 2020, supporting the motion with two
18 expert declarations. Dkt. 118-125, 130. VM opposed and filed four expert declarations. Dkt.
19 150-155. After a lengthy hearing, Judge Lum granted Plaintiff’s motion in September 2021. Dkt.
20 188. The parties were unable to agree to a stipulated notice plan, so Plaintiff filed a proposed
21 notice plan and VM responded. Dkt. 215-218, 223-224.

22 Before briefing was complete on the notice plan, VM moved for discretionary review of
23 the class certification order. The Court of Appeals Commissioner granted the motion, finding it
24 to be “a close call,” but the Court of Appeals granted Plaintiff’s motion to modify, denying
25 discretionary review. The Washington Supreme Court denied VM’s motion for discretionary
26 review on Mary 9, 2023. The case was stayed during these appellate proceedings. Dkt. 261.

1 The Court granted Plaintiff's motion to lift the stay, Dkt. 251, 261, and Plaintiff filed a
2 new proposed notice plan, which VM opposed in part. Dkt. 242-45, 265-67. The Court held a
3 hearing and approved the notice plan. Dkt. 270-71. Notice Administrator EA (Eisner Advisory
4 Group, then Postlethwaite & Netterville) executed the notice plan. Dkt. 288. After VM posted
5 its own notice on its website, Plaintiff filed an emergency motion for corrective notice, which
6 the Court granted in part after a hearing. Dkt. 276-284, 286-287.

7 In December 2023, VM moved for a six-month continuance of the trial date and an
8 order requiring Plaintiff to file a trial plan, which the Court denied after Plaintiff opposed. Dkt.
9 290-293.

10 The parties filed cross-motions for summary judgment in March 2024, and VM moved to
11 decertify. Dkt. 301-314, 371-323, 327-331, 333. Following a hearing, the Court granted and
12 denied in part both summary judgment motions. Dkt. 340. A month later the Court held a
13 hearing on VM's motion to decertify and denied it, accepting the parties' minor modifications
14 to the class definition. Dkt. 346.

15 **B. Nearing trial, the parties negotiated a settlement with the assistance of a neutral**
16 **mediator.**

17 In February 2024, the parties participated in a day-long mediation with Judge Laura
18 Inveen. While they did not reach a settlement, the parties renewed their discussions with Judge
19 Inveen's assistance after the Court's summary judgment ruling. After several months of
20 negotiations, the parties reached an agreement in principle and notified the Court. Terrell Decl.
21 ¶ 3; Dkt. 353, 355.

22 **III. THE SETTLEMENT TERMS**

23 The complete Settlement Agreement (SA) is Exhibit 1 to the Terrell Declaration.

24 1. The Settlement Class and Subclasses

25 The Settlement Class has the same definition as in the Court's order on VM's motion to
26 decertify (Dkt. 346):
27

1 All Washington residents who are, or were, patients of Virginia Mason
2 Medical Center or Virginia Mason Health System or any of their affiliates
3 between October 10, 2015 and May 18, 2023, and who exchanged
4 communications at www.virginiamason.org or the MyVirginiaMason
5 portal.

6 There are two Settlement Subclasses:

7 **Patient Portal Subclass.** Settlement Class Members who logged into the
8 MyVirginiaMason patient portal between October 10, 2015 and May 18,
9 2023.

10 **Public Website Subclass.** Settlement Class Members who did not log into
11 the MyVirginiaMason patient portal between October 10, 2015 and May
12 18, 2023 but who provide a self-attestation on the Claim Form that they
13 used Virginia Mason’s public website, www.VirginiaMason.org, during the
14 that time to view or search for medical-related information.

15 The parties estimate the Patient Portal Subclass has approximately 348,000 members and the
16 Public Website Subclass has approximately 415,601 members. SA 1.26 & n.2.

17 **2. Monetary relief**

18 VM will pay \$3,500,000 to establish a non-reversionary settlement fund to pay cash
19 benefits to Settlement Class Members who submit timely claims. VM will pay up to an
20 additional \$3,250,000 if the total claims exceed \$3,500,000. SA 2.1. The Claim Form is
21 straightforward. SA Ex. C.

22 **a. *Cash benefits for Patient Portal Subclass***

23 Patient Portal Subclass Members who file a timely and valid claim form attesting that
24 they logged into the MyVirginiaMason portal during the class period will receive \$90, subject to
25 a pro rata adjustment discussed in 2(d), 2(e), and 2(f) below. SA 2.2(a).

26 **b. *Cash benefits for Public Website Subclass***

27 Public Website Subclass Members who file a timely and valid claim form attesting that
they used the public website during the class period to view or search for medical-related
information will receive \$45, subject to a pro rata adjustment discussed in 2(d), 2(e), and 2(f)
below. SA 2.2(b).

1 c. *Additional cash benefits for Patient Portal Subclass*

2 Portal Subclass Members who file a timely and valid claim form attesting that they used
3 the public website during the class period to view or search for medical-related information will
4 receive \$45, subject to a pro rata adjustment as discussed in sections 2(d), 2(e), and 2(f) below.
5 SA 2.2(c).

6 d. *Pro rata upward adjustment if claims total less than \$3,500,000*

7 If the total amount of claims is less than \$3,500,000, the per-claim benefit amount will
8 be increased pro rata so that 100% of the non-reversionary fund is paid out to claimants while
9 preserving the 2:1 ratio of valuation of benefits under section 2(a) versus sections 2(b) and 2(c).
10 SA 2.2(d).

11 e. *Payment of claims totaling over \$3,500,000 but less than \$6,750,000*

12 If the total amount of claims under Section 2 is over \$3,500,000, additional cash benefits
13 of \$90 per claim under Section 2(a) and \$45 per claim under Sections 2(b) and 2(c) will be paid
14 up to an additional \$3,250,000, for a total of no more than \$6,750,000. SA 2.2(d).

15 f. *Pro rata adjustment if claims total more than \$6,750,000*

16 If the total amount of claims under Section 2 is more than \$6,750,000, all claims will be
17 reduced pro rata while preserving the 2:1 ratio of valuation of benefits under Sections 2(a)
18 versus 2(b) and 2(c), to ensure the total amount VM pays does not exceed \$6,750,000.
19 SA 2.2(f).

20 3. Non-monetary relief

21 VM has agreed to meaningful non-monetary relief to benefit the Settlement Class. VM
22 will maintain a Web Governance Committee to evaluate whether the use of analytics and
23 advertising technologies on its website and patient portal is consistent with VM's mission and
24 applicable law. For two years following final approval of the settlement, VM will not use Meta
25 Pixel, Google Analytics, Google Ads, Google DoubleClick, The TradeDesk, or Twitter/X Pixel
26 source code on its websites unless the Web Governance Committee makes the requisite
27

1 determination under 45 CFR § 164.514(b)(1) and VM affirmatively discloses on the website that
2 the tool, identified by name, is being used on the website. SA 2.3–2.5.

3 4. Administration costs

4 VM will pay all settlement notice and claims administration costs separately from
5 monetary benefits for the Settlement Class. SA 3.1. The parties request the Court appoint EA—
6 the company the Court previously appointed to distribute notice—as Settlement Administrator.
7 SA 1.24.

8 5. Attorneys’ fees, litigation costs, and service award

9 Class Counsel will move for Court approval of an attorneys’ fee award of up to
10 \$5,000,000 and litigation costs of no more than \$378,601, and a \$10,000 service award for
11 Plaintiff John Doe. VM will pay these amounts separately from the settlement benefits for the
12 Settlement Class. SA 8.1-8.2. The motion will be filed 30 days before the deadline to object or
13 opt out and 60 days before the deadline to file claims and posted on the Settlement Website
14 within 24 hours of filing. SA 8.3; *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 994-95
15 & n.2 (9th Cir. 2010) (recognizing two weeks as appropriate amount of time for class members
16 to review a fee motion).¹

17 6. Release

18 The scope of the release is appropriately tailored to all claims arising out of the factual
19 predicate alleged in the First Amended Class Action Complaint. SA 1.20–1.21, 7.2; *Summers*, 29
20 Wn. App. 2d at 504-05 (“A class settlement agreement may preclude a party from bringing a
21 related claim in the future ‘even though the claim was not presented and might not have been
22 presentable in the class action,’ but only where the released claim is ‘based on the identical
23 factual predicate as that underlying the claims in the settled class action.’” (citations omitted)).

24
25 _____
26 ¹ While CR 23 is similar but not identical to Federal Rule of Civil Procedure 23, including with
27 respect to the standards for preliminary approval of class settlements, Washington courts may
consider federal decisions as appropriate. *Summers v. Sea Mar Cmty. Health Centers*, 29 Wn.
App. 2d 476, 487 (2024).

1 7. Settlement Class Members’ rights

2 Settlement Class Members can exclude themselves from the settlement by signing and
3 submitting an individual opt-out request that is mailed to the Settlement Administrator by the
4 Opt-Out Deadline. SA 5.1.

5 Settlement Class Members who do not exclude themselves may file with the Court and
6 serve on the Settlement Administrator a written Objection by the Objection Date and appear at
7 the Final Approval Hearing. Objections must be signed and include the Settlement Class
8 Member’s name, contact information, basis for Objection, identity and telephone number of
9 any counsel representing them, and whether they intend to appear at the Final Approval
10 Hearing. SA 6.1–6.2.

11 **IV. STATEMENT OF ISSUES**

12 Should the Court grant preliminary approval of the settlement, order that notice be
13 disseminated to the Settlement Class, and schedule a Final Approval Hearing? **Yes.**

14 **V. EVIDENCE RELIED UPON**

15 Plaintiff relies upon the declaration of Beth E. Terrell and the pleadings and records on
16 file in this matter.

17 **VI. ARGUMENT**

18 **A. The class settlement approval process**

19 As a matter of “express public policy,” Washington courts strongly favor and encourage
20 settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258 (1997); *see also Pickett v. Holland*
21 *Am. Line Westours, Inc.*, 145 Wn.2d 178, 190 (2001). This is particularly true in class actions
22 where the costs, delays, and risks of continued litigation might otherwise overwhelm any
23 potential benefit the class could hope to obtain. *See Class Plaintiffs v. City of Seattle*, 955 F.2d
24 1268, 1276 (9th Cir. 1992).

25 Courts use a three-step process to approve class action settlements: (1) preliminary
26 approval of the proposed settlement; (2) notice of the settlement to all affected class members;
27 and (3) a final approval hearing at which class members may be heard and evidence and

1 argument concerning the fairness, adequacy, and reasonableness of the settlement may be
2 presented. 4 Newberg and Rubenstein on Class Actions § 13:1 (6th ed. Nov. 2024 update). This
3 procedure safeguards class members’ due process rights and enables the court to fulfill its role
4 as the guardian of class interests. The approval of a class settlement is within the Court’s
5 discretion. *Pickett*, 145 Wn.2d at 190.

6 **B. The settlement satisfies the preliminary approval criteria.**

7 Review of a proposed settlement “is a delicate, albeit largely unintrusive inquiry by the
8 trial court.” *Pickett*, 145 Wn.2d at 189; *see also Deien v. Seattle City Light*, 26 Wn. App. 2d 57,
9 66 (2023). At preliminary approval, courts consider whether the settlement appears to be the
10 product of informed, non-collusive negotiations and adequate representation, does not
11 improperly grant preferential treatment to class representatives or segments of the class, and is
12 likely to be approved after notice, an objection period, and a fairness hearing. Newberg § 13.10.
13 The proposed settlement satisfies these requirements.

14 1. The settlement is the product of informed, arm’s-length negotiations and
15 adequate representation.

16 This settlement is the result of adversarial litigation and arm’s-length negotiations
17 conducted by experienced class action litigators. *Pickett*, 145 Wn.2d at 200 (“When experienced
18 and skilled class counsel support a settlement, their views are given great weight.” (citation
19 omitted)). An experienced and neutral mediator assisted with the negotiations. *In re Chrysler-*
20 *Dodge-Jeep Ecodiesel Marketing, Sales Practices & Products Liability Litig.*, 2019 WL 536661, at
21 *8 (N.D. Cal. Feb. 11, 2019) (settlement reached with the assistance of an experienced mediator
22 supports finding of adequacy and non-collusive negotiations); Terrell Decl. ¶ 3. Class Counsel
23 drew upon their years of experience litigating and resolving consumer class action cases,
24 including cases challenging privacy practices, and their solid understanding of the facts and law
25 of this case. *See Ikuseghan v. Multicare Health Sys.*, 2016 WL 3976569, *3 (W.D. Wash. July 25,
26 2016) (“Arm’s length negotiations conducted by competent counsel constitute *prima facie*
27 evidence of fair settlements.”).

1 Class Counsel believe the settlement is fair, reasonable, adequate, and in the best
2 interest of the Settlement Class. Terrell Decl. ¶ 5. The recommendation of experienced counsel
3 weighs in favor of granting approval and creates a presumption of reasonableness. See
4 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 257 (N.D. Cal. 2015) (“The trial court is
5 entitled to, and should, rely upon the judgment of experienced counsel for the parties.”
6 (citation omitted)); see also *Deien*, 26 Wn. App. 2d at 68 (affirming trial court’s finding that
7 Terrell Marshall attorneys have “significant experience litigating class action lawsuits” and
8 agreeing their support of a settlement is entitled to great weight).

9 2. The settlement does not grant preferential treatment.

10 The settlement treats all Settlement Class Members fairly. All Settlement Class Members
11 who submit valid and timely Claim Forms will be eligible for a cash payment. Subclass Members
12 will be paid the same amount, subject to pro-rata adjustment up or down, depending on the
13 total amount of claims. *Canava v. Rail Delivery Servs. Inc.*, 2022 WL 18359143, at *2 (C.D. Cal.
14 Dec. 2, 2022) (pro rata payments are “an equitable method of distribution”). The distinction
15 between Subclasses appropriately recognizes the stronger claims of patient portal users, who
16 are identifiable as VM patients who accessed medical information. See 4 Newberg 13:56
17 (payments to class members may differ to “take[] appropriate account of differences among
18 their claims”); see also Dkt. 346 at 6-7.

19 Submitting a claim will require minimal effort. The Claim Form is intentionally simple,
20 may be submitted online or by mail, and will be processed by an experienced class action
21 administrator, who will send deficiency letters if Claim Forms are incomplete and provide 30
22 days for claimants to cure the deficiencies. SA 3.2–3.4, Ex. C. A claims process is appropriate to
23 ensure the Settlement Fund is properly and efficiently distributed. See *In re Hyundai & Kia Fuel*
24 *Econ. Litig.*, 926 F.3d 539, 568 (9th Cir. 2019) (“Given that the automakers lacked complete
25 information to determine the identities of all class members and the amounts of their claims,
26 the district court properly exercised its discretion in finding that ‘some sort of claims process is
27 necessary in order to verify ... that the claimant is a current owner, former owner, or current or

1 former lessee of a qualifying vehicle.”); see also 4 Newberg § 13:53 (discussing utility of
2 requiring non-cumbersome claims process). The combination of direct email and mailed notice,
3 along with the Settlement Website and telephone numbers available to Settlement Class
4 Members, will encourage the filing of claims, as will the simplicity of the Claim Form and
5 minimal effort required to submit a claim. See *Abante Rooter & Plumbing, Inc. v. Pivotal*
6 *Payments Inc.*, 2018 WL 8949777, at *7 (N.D. Cal. Oct. 15, 2018).

7 In addition, all Settlement Class Members will benefit from the non-monetary relief.

8 Class Counsel will move for Court approval of an attorneys’ fees award of up to
9 \$5,000,000, reimbursement of \$378,601 in costs, and a \$10,000 service award. SA 8.1–8.2. The
10 settlement is not contingent on the amounts awarded, and VM will pay them separately from
11 the relief for the Class. The CPA provides that a successful plaintiff may recover “the costs of
12 the suit, including reasonable attorney’s fees.” RCW 19.86.090. Washington courts use the
13 lodestar method to calculate a reasonable fee under the CPA, which often exceeds the amount
14 recovered for the plaintiff. *Edmonds v. John L. Scott Real Estate, Inc.*, 87 Wn. App. 834, 856–57
15 (1997); see also *Banuelos v. TSA Wash., Inc.*, 134 Wn. App. 607, 608 (2006) (affirming judgment
16 for the plaintiff of \$4.27 in damages, trebled to \$12.81, and \$90,125 in attorney fees). Class
17 Counsel will demonstrate the reasonableness of their fee request, as well as the basis for their
18 litigation costs and the service award, in their motion, which will be available to Settlement
19 Class Members before the Objection Date.

20 3. The Court is likely to grant final approval of the settlement.

21 This is a beneficial settlement for Settlement Class Members, particularly considering
22 the risk presented by continued litigation. All Settlement Class Members will benefit from the
23 meaningful non-monetary relief. Patient Portal Subclass Members who file a valid Claim Form
24 will receive cash payments of \$90, subject to pro rata adjustment up or down, and Public
25 Website Class Members and Patient Portal Subclass Members who also visited the public
26 website will receive \$45, also subject to adjustment.

1 While Plaintiff is confident in the strength of his claims, he recognizes the risks and costs
2 involved in seeing this lawsuit through trial and any appeals. The Court’s orders on the parties’
3 summary judgment motions and VM’s decertification motion made some findings that were
4 helpful to Plaintiff but also noted some of the challenges Plaintiff faces in proving his claims.
5 Dkt. 340, 346. The settlement avoids these risks and potentially significant litigation costs and
6 ensures that Settlement Class Members receive a guaranteed recovery. *See Nat’l Rural*
7 *Telecommc’ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (“The Court shall
8 consider the vagaries of litigation and compare the significance of immediate recovery by way
9 of the compromise to the mere possibility of relief in the future, after protracted and expensive
10 litigation.”). This resolution provides Settlement Class Members with prompt and certain relief.
11 *See Summers*, 29 Wn. App. 2d at 504 (“A proposed settlement is not judged against a
12 hypothetical or speculative measure of what might have been achieved. A possibility that the
13 settlement could have been better does not mean it was not fair, reasonable, or adequate.”
14 (internal citation omitted)). It also compares favorably with other similar settlements. *See In re*
15 *Advocate Aurora Health Pixel Litig.*, 2024 WL 3357730, at *2 (E.D. Wis. July 10, 2024) (approving
16 class settlement with healthcare provider that used pixels on website paying up to \$50 per
17 claim); *In re TikTok, Inc., Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 918 (N.D. Ill. 2022)
18 (approving settlement paying \$27.19 to \$163.13 per claim for alleged collection and
19 distribution of users’ biometric information without authorization); Terrell Decl. Ex. 2 (final
20 approval order in medical data breach settlement providing \$50 to claimants without
21 documentation); Ex. 3 (final approval of settlement for similar injunctive relief only on behalf of
22 patients alleging healthcare provider disclosed their PII on public website and patient portal).

23 **C. The proposed Notice Program should be approved.**

24 Notice of a class action settlement must “be given to all members of the class in such
25 manner as the court directs.” CR 23(e). To protect class member rights, the Court should ensure
26 they receive “the best notice practicable under the circumstances.” CR 23(c)(2). The best notice
27 practicable is that which is “reasonably calculated, under all the circumstances, to apprise

1 interested parties of the pendency of the action and afford them an opportunity to present
2 their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950);
3 *Summers*, 29 Wn. App. 2d at 494-99 (approving notice by mail and email with reminders); *Nobl*
4 *Park, L.L.C. of Vancouver v. Shell Oil Co.*, 122 Wn. App. 838, 846–47 (2004) (“A notice is
5 sufficient if it provides general notice of the action, class membership requirements, and
6 provides information by which interested persons can obtain a copy of the settlement.”).

7 The proposed Notice Program satisfies these requirements. SA IV. Notice will be sent by
8 email when an email address is available and by U.S. mail when no email address is available or
9 when an email is returned undeliverable. Settlement Class Members will be sent a reminder
10 notice 30 days before the Claims Deadline. SA 4.3. The Settlement Administrator will maintain a
11 Settlement Website, where the Long Form Settlement Notice, Claim Form, and key case
12 documents, including the Settlement Agreement and Plaintiff’s fee motion, will be available for
13 review. SA 4.5.

14 The notices are written in plain English and explain the litigation, the general terms of
15 the settlement, Class Counsel’s intention to request attorneys’ fees and costs and a service
16 award, the right to file a claim, object, or opt out and related deadlines, the date and time of
17 the Final Approval Hearing, and where to obtain additional information. SA Exs. A–B. The Long
18 Form Notice, to be posted on the Settlement Website, provides additional details. SA Ex. A. The
19 Notices provide the information Settlement Class Members need to make an informed decision
20 about their options in a clear and concise manner. 3 Newberg § 8:17.

21 **D. Proposed schedule for final approval**

22 The last step in the settlement approval process is a Final Approval Hearing for the Court
23 to make its final evaluation. The parties propose the following schedule:

Event	Date
Notice Date: Settlement Administrator to distribute notice and establish Settlement Website (SA 4.3–4.5)	Within 30 days of PA Order

Event	Date
Motion for attorneys' fees, costs and service award (SA 8.3)	No later than 30 days before Opt-Out and Objection Date
Opt-Out and Objection Dates (SA 1.16, 1.17)	60 days after Notice Date
Claim Form Deadline (SA 1.5)	90 days after Notice Date
Settlement Administrator to send deficiency letters (SA 3.4)	Within 15 days of Claims Deadline
Settlement Administrator's Opt-Out report (SA 5.3)	Within 7 days of Claims Deadline
Motion for final approval (SA 10.2)	Within 14 days of Claims Deadline
Response to Objections (SA 10.3)	At least 14 days before Final Approval Hearing
Final Approval Hearing (SA 10.1)	Set by Court (at least 135 days after PA)

VII. CONCLUSION

Plaintiff requests the Court preliminarily approval the settlement, approve the Notice Program, appoint the Settlement Administrator, and schedule the Final Approval Hearing.

RESPECTFULLY SUBMITTED AND DATED this 20th day of December, 2024.

TERRELL MARSHALL LAW GROUP PLLC

I certify that this memorandum contains 4,073 words, in compliance with the Local Civil Rules.

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DECLARATION OF SERVICE

I, Beth E. Terrell, hereby certify that on December 20, 2024, I caused true and correct copies of the foregoing to be served via the means indicated below:

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Attorneys for Defendants

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

DATED this 20th day of December, 2024.

By: /s/ Beth E. Terrell, WSBA #26759
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