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

Case No. 20-2-07460-8 SEA

JANICE BUSBY RICHARDSON,
individually and on behalf of others similarly
situated,

Plaintiffs,

v.

OVERLAKE HOSPITAL MEDICAL
CENTER AND OVERLAKE MEDICAL
CLINICS, LLC,

Defendants.

**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 Plaintiff’s unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiff Janice Busby Richardson (“Plaintiff” or “Settlement Class Representative”) and Defendants Overlake Hospital Medical Center and Overlake Medical Clinics, LLC (“Defendants”) as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement; the motion for fees, costs and service award; and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, 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.

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

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

4 **IT IS ORDERED** that:

5 1. The Settlement involves allegations in Plaintiff's Class Action Complaint that
6 Defendants failed to safeguard and protect the personally identifiable information and/or protected
7 health information of its patients and that this alleged failure caused injuries to Plaintiff and the
8 Class.
9

10 2. The Settlement does not constitute an admission of liability by Defendants, and the
11 Court expressly does not make any finding of liability or wrongdoing by Defendants.

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

14 4. On June 11, 2021 the Court entered an Order which among other things: (a)
15 approved the Notice to the Settlement Class, including approval of the form and manner of notice
16 under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class
17 in this matter, including defining the class, appointed Plaintiff as the Settlement Class
18 Representative, and appointed Settlement Class Counsel; (c) preliminarily approved the
19 Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims
20 Administrator; and (f) set the date for the Final Approval Hearing.
21

22 5. In the Order Granting the Motion for Preliminary Approval of Class Settlement
23 Agreement, pursuant to Washington Civil Rule 23(b)(3) and 23(e), for settlement purposes only,
24 the Court certified the Settlement Class, defined as follows:
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1 All individuals whose private information was received, gathered, shared, obtained,
2 or otherwise found itself in the possession of Defendants and potentially affected
3 by the Data Incident.

4 Excluded from the Settlement Class are (i) Defendants and its officers and directors; (ii) all
5 Settlement Class Members who timely and validly request exclusion from the Settlement Class;
6 (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found
7 by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding
8 or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to
9 any such charge.

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

15 7. The Settlement Agreement provides, in part, and subject to a more detailed
16 description of the settlement terms in the Settlement Agreement, for:
17

- 18 a. A process for Settlement Class Members to submit claims for compensation that
19 will be evaluated by a Claims Administrator mutually agreed upon by Settlement
20 Class Counsel and Defendants.
- 21 b. Defendants to pay all Notice and Claims Administration costs.
- 22 c. Defendants to pay a Court-approved amount for attorneys' fees, costs, and expenses
23 of Settlement Class Counsel of \$195,000.
- 24 d. Defendants to pay a Service Award of \$1,000 to the named Plaintiff.

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

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

5 10. The Court finds that such Notice as therein ordered, constitutes the best possible
6 notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all
7 Settlement Class Members in compliance with the requirements of Washington Civil Rule
8 23(c)(2).

9 11. As of the final date of the Opt-Out Period, 4 potential Settlement Class Members
10 have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those
11 persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order
12 and Judgment, as set forth in the Settlement Agreement.

13 12. The Court has considered all the documents filed in support of the Settlement, and
14 has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the
15 Final Approval Hearing, all other papers and documents comprising the record herein, and all oral
16 arguments presented to the Court.

17 13. Pursuant to the Settlement Agreement, Defendants, the Claims Administrator, and
18 the Claims Referee shall implement the Settlement in the manner and time frame as set forth
19 therein.

20 14. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members
21 release claims against Defendants and all Released Persons, as defined in the Settlement
22 Agreement, as follows:

23 any and all claims and causes of action including, without limitation, any causes of action
24 under or relying on the Washington State Uniform Healthcare Information Act; the
25 Washington State Consumer Protection Act; Washington State Constitution's right to
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1 privacy; negligence; breach of contract; breach of implied contract; breach of fiduciary
2 duty; breach of confidence; invasion of privacy/intrusion upon seclusion;
3 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment;
4 bailment; wantonness; failure to provide adequate notice pursuant to any breach
5 notification statute or common law duty; and including, but not limited to, any and all
6 claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief,
7 attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the
8 creation of a fund for future damages, statutory damages, punitive damages, special
9 damages, exemplary damages, restitution, the appointment of a receiver, and any other
10 form of relief that either has been asserted, or could have been asserted, by any Settlement
11 Class Member against any of the Released Persons based on, relating to, concerning or
12 arising out of the Data Incident and alleged theft of personally identifiable information,
13 protected health information, or other personal information or the allegations, facts, or
14 circumstances described in the Litigation. Released Claims shall not include the right of
15 any Settlement Class Member or any of the Released Persons to enforce the terms of the
16 settlement contained in this Settlement Agreement, and shall not include the claims of
17 Settlement Class Members who have timely excluded themselves from the Settlement
18 Class.

19 Released Claims shall not include the right of any Settlement Class Member or any of the Released
20 Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall
21 not include the claims of those persons identified in Exhibit A to this Order who have timely and
22 validly requested exclusion from the Settlement Class.

23 15. On the Effective Date and in consideration of the promises and covenants set forth
24 in this Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their
25 respective spouses and children with claims on behalf of the Settlement Class Member, executors,
26 representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-
27 borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all
those who claim through them or who assert claims (or could assert claims) on their behalf
(including the government in the capacity as *parens patriae* or on behalf of creditors or estates of
the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii)
Settlement Class Counsel and each of their past and present law firms, partners, or other employers,
employees, agents, representatives, successors, or assigns will be deemed to have, and by operation

1 of the Final Order and Judgment shall have, fully, finally, completely, and forever released and
2 discharged the Released Persons from the Released Claims.

3 16. The matter is hereby dismissed with prejudice and without costs except that the
4 Court reserves jurisdiction over the consummation and enforcement of the Settlement.
5

6 17. In accordance with Washington Civil Rule 23, this Final Order and Judgment
7 resolves all claims against all parties in this Action and is a final order. There is no just reason to
8 delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the
9 final judgment in this matter.

10 Done and ordered this _____ day of _____, 2021.

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THE HONORABLE BRIAN MCDONALD

14 Presented by:

15 **MASON LIETZ & KLINGER, LLP**

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*Attorneys for Defendants
Overlake Hospital Medical Center and
Overlake Medical Clinics, LLC*

EXHIBIT A

EXCLUSION REQUESTS


1. Alberto Fusi
2. Jean Moen
3. Ellen Bovarnick
4. LaVonne Schenk

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King County Superior Court
Judicial Electronic Signature Page

Case Number: 20-2-07460-8
Case Title: RICHARDSON VS OVERLAKE HOSPITAL MEDICAL CENTER
ET ANO
Document Title: ORDER

Signed By: Brian McDonald
Date: September 10, 2021



Judge: Brian McDonald

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: EB2FC2BCB5DEBEA152D5B8D72B65DAFD8D8A64C1
Certificate effective date: 9/9/2019 6:12:37 PM
Certificate expiry date: 9/9/2024 6:12:37 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Brian McDonald:
yIMMEpRJ6RGYICi3jC11QQ=="