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**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR WHATCOM COUNTY**

*In re: Mt. Baker Imaging, LLC, Data Security  
Litigation*

Lead Case No. 25-2-00463-37

Consolidated Case Numbers:

25-2-00808-37  
25-2-00814-37  
25-2-00822-37

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

*[X] Clerk's Action Required  
(pg. 5, line 10)*

Plaintiffs, by their Motion for Preliminary Approval, have submitted a proposed Class Action Settlement Agreement ("Settlement Agreement") to the Court for review. Having reviewed the Settlement Agreement and Plaintiffs' motion and supporting declaration, the Court FINDS, CONCLUDES, and ORDERS as follows:

1. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the

~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT - 1

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1 specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms'  
2 length negotiations between the Parties and absence of any collusion in the Settlement, the  
3 effectiveness of the proposed method for distributing relief to the Settlement Class, the  
4 proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats  
5 the Settlement Class Members equitably, and all of the other factors required by Rule 23 and  
6 relevant case law.

7 2. The Court concludes that the Settlement Agreement is the result of arm's-length  
8 negotiations between the parties after contested litigation. The Settlement Agreement has no  
9 obvious defects and is within the range of possible settlement approval, such that the terms are  
10 reasonable and notice to the Class is appropriate. Capitalized terms appearing in this Order  
11 have the same meaning as used in the Settlement Agreement.

12 3. The proposed notices to be sent to the Class and posted on the internet at a  
13 Settlement Website to be established by the Settlement Administrator, examples of which are  
14 attached to the Settlement Agreement, are sufficient in detail to provide sufficient notice of the  
15 Settlement Agreement to the Settlement Class. The proposed plan of distribution of the notice  
16 through mail and establishment of a website are likewise sufficient.

17 4. The forms of Notice fairly, plainly, accurately, and reasonably inform  
18 Settlement Class members of: (1) appropriate information about the nature of this litigation, the  
19 Settlement, the Settlement Class definition, the identity of Class Counsel, and the essential  
20 terms of the Settlement; (2) appropriate information about Class Counsel's forthcoming  
21 application for attorneys' fees and the proposed service awards to the Settlement Class  
22 Representatives; (3) appropriate information about how to participate in the Settlement;  
23 (4) appropriate information about this Court's procedures for final approval of the Settlement,  
24 and about Settlement Class Members' right to appear through counsel if they desire;  
25 (5) appropriate information about how to challenge or opt-out of the Settlement, if they wish to  
26 do so; and (6) appropriate instructions as to how to obtain additional information regarding this

1 litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice informs  
2 Settlement Class Members that any Settlement Class Member who fails to opt-out will be  
3 prohibited from bringing a lawsuit against Defendants Mt. Baker Imaging, LLC and Northwest  
4 Radiologists, Inc., P.S. (collectively, “Defendants” or “Mt. Baker Imaging”) and certain entities  
5 related to Defendants based on or related to any of the claims asserted by Plaintiffs or any  
6 claims substantively similar thereto.

7         5. This Preliminary Approval Order shall become null and void and shall be  
8 without prejudice to the rights of the Parties, all of whom shall be restored to their respective  
9 positions existing before the Court entered this Preliminary Approval Order and before they  
10 entered the Settlement Agreement, if: (a) Settlement is not finally approved by the Court or is  
11 terminated in accordance with the Settlement Agreement; (b) there is no Effective Date; or (c)  
12 if some other condition occurs consistent with the terms of the Settlement Agreement that  
13 nullifies the Settlement. In such event, (i) the Parties shall be restored to their respective  
14 positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be  
15 reasonably extended by the Court so as to avoid prejudice to any Party or Party’s counsel; (ii)  
16 the terms and provisions of the Settlement Agreement shall have no further force and effect  
17 with respect to the Parties and shall not be used in the Litigation or in any other proceeding for  
18 any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms  
19 of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

20         6. The Court finds that the factors of CR 23(a) are satisfied here. The proposed  
21 class consists of approximately 340,184 individuals, and joinder is therefore impracticable. The  
22 claims asserted by the Plaintiffs are both common and typical of the claims of the class  
23 members. The Court finds no conflict of interest presented among Class Counsel or Plaintiffs  
24 with the Settlement Class. In addition, the Court finds that the factors of CR 23(b) are also  
25 satisfied. The Court finds both factual questions and legal issues that are common to the  
26 Plaintiffs’ claims and the Settlement Class that predominate over any individualized issues.

1 Certification of the Settlement Class for settlement purposes is superior to piecemeal litigation  
2 of the Plaintiffs' and Settlement Class Members' claims. The Court therefore certifies as the  
3 Settlement Class the following:

4 **All living persons residing in the United States whose Private**  
5 **Information was potentially or actually compromised in the**  
6 **Data Security Incident.**

7 In addition to anyone who opts out of the Settlement, specifically excluded from the  
8 Settlement Class are:

9 **All persons who are directors or officers of Defendants, the**  
10 **Judge assigned to the Action, and that Judge's immediate**  
11 **family and Court staff.**

12 7. The Court appoints Elena A. Belov of Almeida Law Group LLC, M. Anderson  
13 Berry of Emery Reddy PC, and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class  
14 Counsel.

15 8. The Court appoints Genevieve Bardwell, Jeff Eberlein, Thomas Schumann,  
16 Jeffrey Kahn, Daniel Uitdenhowen, Michael Barr, Leslie Swope, Marc Daniel, and Joanne  
17 Herman as Settlement Class Representatives.

18 9. The Court appoints EAG Gulf Coast, LLC as the Claims Administrator in  
19 accordance with the terms of the Settlement Agreement, and finds that it has sufficient  
20 knowledge, skill and expertise to effectively distribute the Notice and to handle the  
21 administration of claims to be submitted by the Settlement Class. The Claims Administrator  
22 shall distribute Notice to the Settlement Class as provided by the Settlement Agreement.

23 10. Before disseminating the Settlement Class Notice, the Settlement Administrator  
24 shall establish a settlement website for the posting of Notices and the Claim Form as provided  
25 in the Settlement Agreement. A copy of this Order; the operative complaint; Class Counsel's  
26 motion for attorneys' fees, costs, and service awards (when filed); and motion for final

1 approval (when filed) shall also be posted on the Settlement Website. Additional filings in the  
2 case may be posted on the site at the request of one or more of the parties.

3 11. Within 30 days of the date of entry of this Order, the Claims Administrator shall  
4 have commenced the Notice Program as provided for in the Settlement Agreement using the  
5 notices and Claim Form substantially in the form specified in the Settlement Agreement.

6 12. Class Counsel shall file their motions for Final Approval and for attorneys' fees,  
7 costs, and class representative service awards at least 14 days before the Opt-Out and Objection  
8 Deadlines.

9 13. The Final Approval Hearing is scheduled for [at least 120 days after the date of  
10 this Order], AUGUST 21, 2026, at the Whatcom County Superior Courthouse, 311  
11 Grand Avenue, Suite 501, Bellingham, WA 98225. Class Counsel and/or Defendants may file a  
12 reply to any objections to the Settlement Agreement or opposition to Class Counsel's fee  
13 request no later than seven days before the Final Approval Hearing.

14 14. All Notice required by this Order and the Settlement Agreement shall notify the  
15 Class of the Objection/Opt-Out Deadline, which shall be the date which is the 60th day after  
16 the first date the Settlement Administrator has sent Notice.

17 15. All Notice required by this Order and the Settlement Agreement, as well as the  
18 Claim Form, shall notify the Class of the Claims Deadline, which shall be a date that is 90 days  
19 after the first date Notice is sent to the class as specified in paragraph 9 of this Order.

20 DATED this 21<sup>st</sup> day of April, 2025. <sup>26</sup>

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23 

24 The Honorable Evan Jones

1 Presented by:

2 **EMERY REDDY PC**

3 /s/ M. Anderson Berry

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