



FILED
IN OPEN COURT

AUG 21 2026

WHATCOM COUNTY CLERK

SCANNED 9

**IN THE SUPERIOR COURT OF 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

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Before the Court is Plaintiffs Genevieve Bardwell, Jeff Eberlein, Thomas Schumann, Daniel Uitdenhoven, Michael Barr, Leslie Swope, Marc Daniel, and Joanne Herman (“Plaintiffs”)'s¹ Motion for Final Approval of the Class Action Settlement (the “Motion”) with Defendants Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. (“Defendants”) (together, the “Parties”).² In the Motion, Plaintiffs request that the Court enter an Order (1) granting final approval of the class action settlement involving Plaintiffs and Defendants as fair, reasonable, and adequate; (2) granting final certification of the Settlement Class; (3) appointing Plaintiffs as Representative Plaintiffs; (4) appointing Elena A. Belov of Almedia Law Group LLC, M. Anderson Berry of Emery Reddy PC, and Kaleigh N. Boyd of McNaul Ebel PLLC as Class

¹ Former Plaintiff Jeffrey Kahn passed away during the pendency of this Action, and is therefore no longer a Settlement Class Member. Further references in this Order to “Plaintiffs” or “Representative Plaintiffs” omits Mr. Kahn.

² All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement and Release.

1 Counsel; (5) finding that the Notice in this Action met the requirements of due process and
2 CR 23(e); (6) finding that the terms of the Settlement are fair, reasonable, and adequate; (7)
3 Overruling the objection; (8) approving and directing the Settling Parties, their respective
4 attorneys, and the Claims Administrator to consummate the Settlement in accordance with the
5 Proposed Final Approval Order and Judgment and the terms of the Settlement Agreement; and (9)
6 dismissing and resolving all claims against all parties in this Action and entering the Proposed
7 Final Approval Order and Judgment.

8 Having reviewed and considered the oral presentations made at the Final Approval
9 Hearing, and having reviewed and considered the Settlement Agreement, the Motion, and
10 supporting papers and declarations, including the pleadings filed in support of the Motion for
11 Preliminary Approval of Class Action Settlement and declarations, the Court makes the following
12 findings and GRANTS the relief set forth below approving the Settlement upon the terms and
13 conditions set forth in this Final Order and Judgment. The Court makes these findings and
14 conclusions for the limited purpose of determining whether the Settlement should be approved as
15 being fair, reasonable, adequate, and in the best interests of the Settlement Class.

16 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

17 1. The Notice provided to the Settlement Class in accordance with the Preliminary
18 Approval Order was the best notice practicable under the circumstances and constituted due and
19 sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice.
20 The Notice and Notice Program fully satisfied the requirements of due process, Washington Rule
21 of Civil Procedure 23 and all other applicable law and rules. The Claim Form was easily
22 understandable, and the Claim Process was fair.

23 2. The terms of the Settlement are fair, adequate, and reasonable.

24 3. In finding the Settlement fair, reasonable, and adequate, the Court has considered
25 the eight factors laid out by the Washington Supreme Court in *Pickett v. Holland Am. Line-*
26 *Westours, Inc.*, 145 Wn.2d 178 (2001): (i) the likelihood of success by plaintiffs; (ii) the amount

1 of discovery or evidence; (iii) the settlement terms and conditions; (iv) recommendation and
2 experience of counsel; (iv) future expense and likely duration of litigation; (vi) recommendation
3 of neutral parties, if any; (vii) number of objectors and nature of objections; and (viii) the presence
4 of good faith and the absence of collusion. The Court has also considered that there was only one
5 timely objection to the Settlement, six untimely objections, and only thirteen timely opt-outs,
6 indicating an overwhelmingly positive reaction from the Settlement Class, and the opinion of
7 competent counsel concerning such matters.

8 4. The thirteen individuals who timely opted out will not be bound by the Settlement
9 Agreement or the Releases contained therein.

10 5. Based on the information presented to the Court, the Claim Process has proceeded
11 consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members
12 who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the
13 Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the
14 Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases
15 therein.

16 6. The distribution plan for Settlement Class Member Benefits proposed by the Parties
17 in the Agreement is fair, reasonable, and adequate.

18 7. The Representative Plaintiffs and Class Counsel have fairly and adequately
19 represented and will continue to adequately represent and protect the interests of Settlement Class
20 Members in connection with the Settlement.

21 8. Because the Court grants Final Approval of the Settlement set forth in the
22 Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of
23 all terms and provisions of the Settlement.

24 9. All Parties to this Action, and all Settlement Class Members who did not timely
25 opt-out, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

26 10. The appointment of Plaintiffs as the Class Representatives is affirmed.

11. The appointment of Class Counsel is affirmed.

12. The appointment of the Claims Administrator is affirmed.

13. The Court affirms its findings that the Settlement Class meets the relevant requirements of CR 23(a) and (b) for Settlement purposes in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

14. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident.

15. The Settlement Class specifically excludes: (a) all persons who are directors or officers of Defendants; (b) the Judge assigned to the Action, and (c) that Judge's immediate family and Court staff.

16. Judgment shall be entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties.

18. Class Counsel is awarded \$1,100,000.00 for attorneys' fees and \$9,051.63 for costs. These payments shall be made out of the Settlement Fund according to the Settlement's terms. The Court evaluated the reasonableness of Class Counsel's request for attorneys' fees under the following factors:

(1) The time and labor required, the novelty and difficulty of the questions involved, and

1 the skill requisite to perform the legal service properly.

2 (2) The likelihood, if apparent to the client, that the acceptance of the particular
3 employment will preclude other employment by the lawyer.

4 (3) The fee customarily charged in the locality for similar legal services.

5 (4) The amount involved and the results obtained.

6 (5) The time limitations imposed by the client or by the circumstances.

7 (6) The nature and length of the professional relationship with the client.

8 (7) The experience, reputation, and ability of the lawyer or lawyers performing the services.

9 (8) Whether the fee is fixed or contingent.

10 *Connelly v. Puget Sound Collections*, 16 Wn. App. 62 (1976); *see Bowles v. Wash Dep't of Ret.*
11 *Sys.*, 121 Wn.2d 52, 72–73 (1993).

12 19. The Class Representatives shall be awarded Service Awards in the amount of
13 \$4,000.00 each. The Service Awards shall be payable out of the Settlement Fund according to the
14 Settlement's terms.

15 20. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons
16 purporting to act on their behalf, are permanently enjoined from commencing or prosecuting
17 (either directly, representatively, or in any other capacity) an action arising out of or related in any
18 way to the Released Claims or that are covered by the Releases against any of the Released Parties
19 in any action or proceeding in any court, arbitration forum, or tribunal, currently pending or in the
20 future, at any time, including during any appeal from this Final Approval Order.

21 21. Upon the Effective Date, and in consideration of the settlement relief and other
22 consideration described herein, the Releasing Parties shall be deemed to have released the
23 Released Parties pursuant to the Release in the Agreement.

24 22. The Court hereby retains and reserves exclusive jurisdiction over: (1)
25 implementation of this Settlement and any distributions to the Settlement Class Members; (2) the
26 Action, until the Effective Date, and until each and every act agreed to be performed by the Parties

1 shall have been performed pursuant to the terms of the Agreement, including the exhibits appended
2 thereto; and (3) all Parties, Settlement Class Members, and objectors, for the purpose of enforcing,
3 supervising, construing, administering the Settlement in accordance with its terms.

4 23. In the event the Effective Date of the Settlement does not occur, the Settlement
5 shall be rendered null and void to the extent provided by and in accordance with the Agreement,
6 and this Final Approval Order and any other order entered by this Court in accordance with the
7 terms of the Agreement shall be vacated, nunc pro tunc. In such event, all orders entered, and
8 releases delivered, in connection with the Settlement shall be null and void and have no further
9 force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be
10 admissible or discoverable in any proceeding. The Actions shall return to their status immediately
11 prior to execution of the Agreement.

12 24. The Settlement's terms shall be forever binding on, and shall have res judicata and
13 preclusive effect in, all pending and future lawsuits, regulatory, arbitration or other proceedings
14 arising out of or related in any way to the Released Claims or that are covered by the Releases (and
15 other prohibitions in this Final Approval Order) that are brought, initiated, or maintained by, or on
16 behalf of, any Settlement Class Member who has not opted-out or any other person subject to this
17 Final Approval Order, provided, however, that a Settlement Class Member shall be permitted to
18 comply with a valid subpoena or court order concerning the Released Claims.

19 25. This Final Approval Order, the Settlement, and all acts, statements, documents, and
20 proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to
21 be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action,
22 any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of
23 Defendant or of the validity or certifiability as a class for litigation of any claims that have been,
24 or could have been, asserted in the Action.

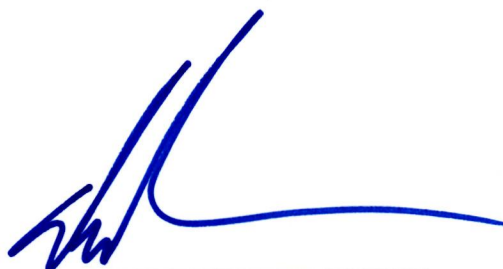
25 26. The Court has reviewed the timely objection submitted by Settlement Class
26 Member Beau Anderson, as well as the six untimely objections submitted by Settlement Class

1 Members Harsimran Dhaliwal, Paula Sohal, Kamaljit Singh, Amrit Kaur, David Sohal, and
2 Gurshanthee Dhaliwal. The objectors' primary contention appears to be that the amount offered in
3 settlement is inadequate. The Parties have satisfied the Court that the amount offered in settlement
4 compares favorably to other data breach class action settlements, and that it suffers from no intra-
5 class conflicts. The objectors have not satisfied the Court that any additional relief would be
6 appropriate or that the Settlement is unreasonable. "[T]he possibility that a class settlement does
7 not fully compensate each class member for the full amount of his or her loss is not *ipso facto*
8 grounds for rejecting the settlement . . . the risk of proceeding to trial—and possibly recovering
9 nothing—must be weighed against the uncertainty of recovering something." *In re TD Ameritrade*
10 *Account Holder Litig.*, No. C 07- 2852 SBA, 2011 WL 4079226, at *12 (N.D. Cal. Sep. 13, 2011).
11 "A proposed settlement is not judged against a hypothetical or speculative measure of what might
12 have been achieved. A possibility that the settlement could have been better does not mean it was
13 not fair, reasonable, or adequate." *Summers v. Sea Mar Cmty. Health Ctrs.*, 29 Wn. App. 2d 476,
14 504 (2024) (internal citations omitted). To the extent that the objectors raised other arguments not
15 specifically set out in this order, they are insufficient to disturb the Court's conclusion that the
16 Settlement is fair, reasonable, and adequate. The objections are OVERRULED in their entirety.

17 27. There being no just reason for delay, the Clerk of Court is hereby directed to enter
18 final judgment forthwith pursuant to CR 58.

19 **IT IS SO ORDERED.**

20
21 Dated: 8/21/26

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23 
24 The Honorable ~~Evan Jones~~
25 David Freeman

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2 Presented by:

3 By: /s/ Kaleigh N. Boyd

4 Kaleigh N. Boyd, WSBA No. 52684
5 MCNAUL EBEL PLLC
6 600 University Street, Suite 2700
7 Seattle, Washington 98101
8 Telephone: (206) 467-1816
9 Email: kboyd@mcnaul.com

10 By: /s/ M. Anderson Berry

11 M. Anderson Berry, WSBA No. 63160
12 EMERY REDDY, PC
13 600 Stewart Street, Suite 1100
14 Seattle, WA 98101
15 Telephone: (206) 442-9106
16 Email: anderson@emeryreddy.com

17 By: /s/ Elena A. Belov

18 Elena A. Belov (admitted *pro hac vice*)
19 ALMEIDA LAW GROUP LLC
20 849 W. Webster Avenue
21 Chicago, Illinois 60614
22 Telephone: (917) 716-7132
23 Email: elena@almeidalawgroup.com

24 *Attorneys for Plaintiffs and the Proposed Class*
25
26
27
28

CERTIFICATE OF SERVICE

On August 14, 2026, I caused to be served a true and correct copy of the foregoing document upon counsel of record, at the address stated below, via the method of service indicated:

Jill Fertel
Cipriani & Wetner PC
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422
jfertel@c-wlaw.com
tnalencz@c-wlaw.com

☐ Via Messenger
☐ Via U.S. Mail
☐ Via Overnight Delivery
☐ Via Facsimile
☒ Via Email
☒ Via Whatcom County eService

Attorneys for Defendants

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

DATED this 14th day of August, 2026, at Seattle, Washington.

By: s/ Trang La

Trang La, Legal Assistant
tla@mcnaul.com