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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE**

ELYNNIE BATIN, et al., <i>individually, and</i>)	
<i>on behalf of all others similarly situated,</i>)	
)	
Plaintiffs,)	
)	Case No. 3AN-25-07526CI
v.)	Motion #1
)	
AKEELA, INC.,)	
)	
Defendant.)	
_____)	

~~+[Proposed]~~
**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVISIONALLY CERTIFYING SETTLEMENT CLASS**

THIS CAUSE comes before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement with Incorporated Memorandum of Law (“Motion”), filed December 16, 2025.¹ Plaintiffs’ unopposed Motion requests entry of an order (1) conditionally certifying the proposed Settlement Class for the purpose of Settlement; (2) preliminarily approving the Settlement; (3) appointing Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Jeff Ostrow of Kopelowitz Ostrow P.A. as Class Counsel for Settlement purposes; (4)

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement (“SA”), attached to the Motion as *Exhibit A*.

conditionally appointing Plaintiffs as Class Representatives; (5) approving the forms and substance of the Notices, Notice program, Claim Form, and Claim process; (6) approving the procedures for Settlement Class Members to opt-out of or object to the Settlement; (7) appointing Simpluris, Inc. as the Settlement Administrator and ordering it to implement the Notice program; (8) staying the Action pending Final Approval of the Settlement; and (9) scheduling a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice program and Claim process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Motion is **GRANTED** as set forth herein.

Background

This Action arises from a Data Incident involving Defendant's systems that potentially affected the Personal Information of Defendant's current and former patients, Plaintiffs and the Settlement Class. In their operative Class Action Complaint, Plaintiffs assert claims against Defendant for negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, and invasion of privacy. In the early stages of the Action, the Parties began discussing a potential resolution through settlement. In connection with those discussions, the Parties exchanged informal discovery related to the nature of the Data Incident, the size and scope of the putative class, the data elements at issue, Defendant's responsive and remedial measures, and Defendant's financial condition. The Parties then engaged in arms-length negotiations over

the course of several months through experienced counsel, which ultimately resulted in their agreement to resolve the Action through the proposed Settlement. The Parties then worked to draft, negotiate, and finalize the Settlement Agreement, Notices, and Claim Form accompanying the Motion.

Pursuant to the Agreement, Defendant will establish a non-reversionary, \$50,000.00 Settlement Fund that will be used to pay Settlement Class Members' Valid Claims for *pro rata* cash Settlement Payments. Participating Settlement Class Members may also submit a Claim to receive two years of free identity theft protection and credit monitoring services provided by Financial Shield. Additionally, the Settlement provides non-monetary prospective relief via Defendant's business practice changes towards data security-related enhancements, with the costs associated with these security enhancements to be paid by Defendant separate and apart from the Settlement Fund.

Plaintiffs now seek Preliminary Approval of the Settlement on behalf of the proposed Settlement Class. Defendant does not oppose the Motion and agrees that the Court should grant Preliminary Approval and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes a comprehensive Notice program and Claim process. As such, the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class is preliminarily certified, and the proposed Notice program, Notices, Claim process, and Claim Form are approved.

Preliminary Certification of the Settlement Class

1. The Court provisionally and preliminarily certifies the following Settlement Class for Settlement purposes only, finding the Court is likely to finally certify it at Final Approval:

All U.S. residents whose Personal Information was compromised in the Data Incident discovered by Defendant on or about June 22, 2023.

Excluded from the Settlement Class are (i) Defendant, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

2. The Court determines that for Settlement purposes the proposed Settlement Class meets all the requirements of Alaska Civil Procedure Rule 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent members of the Settlement Class; the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute the Action; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate.

3. Jessica McRorie, Elynnie Batin, Jane Doe, Rocky Hawley, Andrew Metcalf, Thomas Maxim, and Kathleet Yarr as Personal Representative for the Estate of Ian Christiansen are designated and appointed as the Class Representatives.

4. The Court finds that Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Jeff Ostrow of Kopelowitz Ostrow P.A. are experienced attorneys and will adequately

protect the interests of the Settlement Class, and appoints them as Class Counsel pursuant to Alaska Civil Procedure Rule 23(d).

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, pursuant to Alaska Civil Procedure Rule 23(e), the Court finds the proposed Settlement meets the criteria for Preliminary Approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on _____, at _____ to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Alaska Civil Procedure Rule 23(a) and (b)(3); (b) the Settlement should be finally approved and, in accordance with the Settlement's terms, all claims against Defendant in the Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final Judgment should be entered; and (e) the Motion for Class Counsel's attorneys' fees and costs and Class Representatives' Service Award Payments should be granted. Any other matter the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

7. Class Counsel intends to seek \$200,000.00 as an award of attorneys' fees and reimbursement of reasonable litigation costs and expenses, to be paid by Defendant and subject to Court approval. Service Award Payments of up to \$1,000.00 each will also be sought for the Class Representatives. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering the application for Class Counsel's attorneys' fees and costs and Class Representatives' Service Award Payments.

8. Class Counsel shall file the Motion for Final Approval and for Attorneys' Fees, Costs, and Service Awards no later than 14 days prior to the Objection and Opt-Out Deadlines.

9. Any Settlement Class Member that has not timely and properly opted out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the application for Class Counsel's attorneys' fees and costs and Class Representatives' Service Award Payments; provided, however, no member of the Settlement Class that has elected to opt out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

10. Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice program, overseeing the Claim process, and performing all other acts necessary for Settlement Administration. Reasonable Notice and Administration Expenses in the amount of \$21,000.00 will be paid directly to the Settlement Administrator by Defendant, as provided in the Agreement.

Notice to the Settlement Class

11. The Notice program and forms of Notice, including the Short-Form Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number, along with the Claim Form, attached as exhibits to the Agreement, are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice program and to perform all other tasks the Settlement requires.

12. The Court finds that the form, content, and method of the Notices (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Alaska Civil Procedure Rule 23(c), the constitutional requirement of due process, and any other legal requirements. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by the Settlement Class.

Opting-Out of the Settlement Class

13. Members of the Settlement Class may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline (60 days after the Notice Date) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be in writing and include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

14. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases and Released Claims, even if that Settlement Class Member does not submit a Valid Claim. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.

15. Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall not, provided the Court grants Final Approval, (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under the Agreement, (iii) gain any rights by virtue of the Agreement, or (iv) be entitled to object to any aspect of the Agreement.

Objecting to the Settlement

16. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or the application for Class Counsel's attorneys' fees and costs and Class Representatives' Service Award Payments. Objections must be submitted by filing the objection with the Court and sending a copy by U.S. Mail to Class Counsel, Defendant's counsel, and the Settlement Administrator.

17. For an objection to be considered by the Court, the objecting Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded him or herself from the Settlement Class. An objection must be postmarked to the Settlement Administrator on or before the Objection Deadline.

18. For an objection to be considered by the Court, it must also set forth the following: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear

at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

19. Class Counsel and/or Defendant's counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

Claim Process and Distribution Plan

21. The Settlement establishes a Claim process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement and Claim Form. If the Settlement is finally approved, any Settlement Class Member that qualifies for any Settlement Benefit but fails to submit a Claim in accordance with the requirements and procedures specified in the Settlement and Claim Form shall be forever barred from receiving any such benefit. Such Settlement Class Member, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, the Final Approval Order, and final Judgment.

Termination of the Settlement Agreement and Use of this Preliminary Approval Order

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the parties, all of which shall be restored to their respective positions

existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

25. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Jurisdiction Pending Settlement Approval

26. This Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

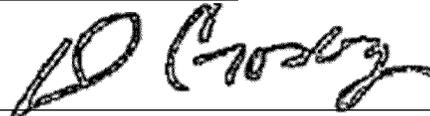
Summary of Deadlines

27. The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

Event	Date
Notice Date (Notice Program Begins)	No later than 30 days after Preliminary Approval
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees and Costs	14 days prior to Opt-Out Deadline and Objection Deadline
Opt-Out Deadline	60 days following the Notice Date
Objection Deadline	60 days following the Notice Date
Deadline to Submit Claim Forms	90 days following the Notice Date
Final Approval Hearing	_____, 2026, at ___:___ am/pm

12/18/2025

SO ORDERED THIS _____ DAY OF _____, 2025.



Hon. Dani R. Crosby
SUPERIOR COURT JUDGE

Alaska Trial Courts

Certificate of Distribution

Case Number: 3AN-25-07526CI

Case Title: BATIN, ELYNNIE VS. AKEELA, INC.

The Alaska Trial Courts certify that the Order Granting Motion Batin, Elynnie Case Motion #1 Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement was distributed to:

Recipient	Servicing Method	Distribution Date
Katherine Elsner	Email	12/19/2025
Joshua Cooley	Email	12/19/2025
Anne Tavella	Email	12/19/2025