

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
CASE TYPE: CIVIL/OTHER MISCELLANEOUS

**SHENELL DEAN, JACKIE DE LEON-WALLIN, and ALLISON STORCHEVOV**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

**NEW YORK BLOOD CENTER, INC. and MEMORIAL BLOOD CENTERS,**

Defendants.

Case No. 62-CV-25-5975

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CLASS NOTICE PLAN**

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Class Notice Plan ("Motion"). The Court has reviewed the Motion and the Settlement Agreement entered into by Plaintiffs Shenell Dean, Jackie De Leon-Wallin, and Allison Storchevoy ("Plaintiffs"), on behalf of themselves and the Class, and Defendants New York Blood Center Inc. ("NYBC"), and Memorial Blood Centers ("MBC") (together with NYBC, "Defendants") (Defendants collectively with Plaintiffs, the "Parties"), and it finds that the Motion should be **GRANTED**.<sup>1</sup>

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement and the proposed notice plan, including the Postcard Notice, Long Notice, Settlement Website and Claim Form, the appointment of Plaintiffs Shenell Dean, Jackie De Leon-Wallin, and Allison Storchevoy as the Class Representatives, the

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<sup>1</sup> Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Settlement Agreement.

appointment of Class Counsel for Plaintiffs and the Class, the appointment of Simpluris as the Settlement Administrator, the Class Relief provided under the terms of the Settlement Agreement and proposed method of distribution of Settlement Agreement benefits are fair, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

All persons residing in the United States who were sent notice that their Private Information was compromised in the Data Incident experienced by Defendants in January 2025.

The Class specifically excludes:

- (i) all persons who are directors, officers, and agents of Defendants;
- (ii) governmental entities;
- (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class
- (iv) any judges assigned to this case and their staff and immediate family; and
- (v) 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.

3. Based upon information provided and solely for settlement purposes, the Court preliminarily finds: the Class is ascertainable and satisfies numerosity; there are common questions of law and fact, including whether Defendants' Data Incident potentially compromised Plaintiffs' and Class Members' personal identifying information and personal health information (collectively, "Private Information"), satisfying commonality; the proposed Class Representatives' claims are typical, in that they are Class Members and allege they received notice from Defendants that their Private Information was potentially compromised in Defendants' Data Incident, thereby alleging they have been damaged by the same conduct as other Class Members; the proposed Class

Representatives and Class Counsel will fully, fairly and adequately protect the interests of the Class; questions of law and fact common to Members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action is superior to other available methods for the fair and efficient adjudication of this Litigation.

4. The Court preliminarily appoints Shenell Dean, Jackie De Leon-Wallin, and Allison Storchevoy as class representatives.

5. The Court preliminarily appoints Raina Borrelli (Strauss Borrelli PLLC), Leanna A. Loginov (Shamis & Gentile, P.A.), and Mariya Weekes (Milberg Coleman Bryson Phillips Grossman, PLLC), as Class Counsel.

6. The Court appoints Simpluris, Inc. as Settlement Administrator.

7. The Court approves, as to the form and content, the proposed notice plan, including the Postcard Notice, Long Notice, Settlement Website, and Claim Form, as compliant with due process as the notices, form and manner of transmission are reasonably calculated to adequately apprise Class Members of the following:

- (a) a fair summary of the Parties' respective litigation positions,
- (b) statements that the Settlement Agreement and notice of settlement are legitimate and that the Class Members are entitled to benefits under the Settlement Agreement
- (c) the general terms of the settlement set forth in the Settlement Agreement,
- (d) instructions for how to object to or opt-out of the Settlement Agreement,
- (e) instructions for how to obtain the Settlement Agreement benefits,
- (f) the process and instructions for making claims to the extent contemplated herein, and
- (g) the date, time and place of the Final Approval Hearing.

8. The Notice Commencement Date shall be thirty (30) days after the entry of this Order Granting Plaintiffs' Motion for Preliminary Approval Of Class Action Settlement and Class Notice Plan.

9. In order to be a Valid Claim under the Settlement Agreement, a Claim Form must be postmarked or submitted online within (90) days following the Notice Commencement Deadline. The Settlement Administrator will ensure that all specific dates and deadlines are included in the notices and posted on the Settlement Website after this Court enters this Order in accordance with the settlement timeline below.

10. All requests to Opt-Out of the proposed Settlement Agreement must be postmarked to be sent to the Settlement Administrator no later than sixty (60) days following the Notice Commencement Deadline. For an Opt-Out to be valid, the opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

11. All objections to the proposed Settlement Agreement must be postmarked to be sent to the Settlement Administrator or filed by Class Members with the Court no later than sixty (60) days following the Notice Commencement Deadline. For an objection to be valid, the written notice of objection shall state: (i) the name of the Action: *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975, pending in the Ramsey County District Court, Minnesota; (ii) the objector's full name, mailing address, telephone number, and email address (if any); (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iv) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption

of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award and whether they will appear at the Final Approval Hearing; (vi) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). Additionally, Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

12. Any Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation—even if they do not submit a Valid Claim.

13. Any Class Member—even if they do not submit a Valid Claim—who did not opt-out of the Settlement Agreement, including Plaintiffs, shall be deemed to have, and by operation

of the Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims as against all Released Persons.

14. Based on the foregoing, the proposed form of notice, including the Postcard Notice, Long Notice, Settlement Website and Claim Form are hereby approved.

15. Immaterial revisions to the proposed notice program, including the Postcard Notice, Long Notice, Settlement Website and Claim Form, may also be made prior to dissemination of notice.

16. The Court approves the implementation of the notice plan, including the Postcard Notice, Long Notice, Settlement Website and Claim Form, substantially in the form as presented in the exhibits to the Motion, and finds that such notice program meets the requirements of Minn. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, including emailed or mailed notice at addresses provided by Defendants, the best party available to hold this information, and a Settlement Website, and shall constitute due and efficient notice to all persons or entities entitled to notice.

17. A Final Approval Hearing shall be held before the Court on **February 10, 2026 at 9:00 am** for the following purposes:

- a. To determine whether the proposed Settlement Agreement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether a Final Approval Order and Judgment, as defined in the Agreement, should be entered;
- c. To determine whether the notice plan as implemented was appropriate and whether the claims process under the Settlement Agreement is fair and reasonable, and should be approved by the Court;
- d. To determine whether Plaintiffs' Motion for Attorneys' Fees, Costs and Expenses, and Service Awards, should be approved; and

e. To rule upon such other matters as the Court may deem appropriate.

18. The Court hereby sets the below schedule for the dissemination of notice to the Class and for the Court's Final Approval Hearing, at which time the Court will determine whether the Settlement Agreement should be finally approved as fair, reasonable and adequate. The Final Fairness Hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

#### **SETTLEMENT TIMELINE**

<b><u>From Order Granting Preliminary Approval</u></b>	
Defendants provide list of Class Members to the Settlement Administrator	10 days after entry of the Preliminary Approval Order
Notice Commencement Deadline	30 days after entry of the Preliminary Approval Order
Objection & Opt-Out Deadlines	60 days following the Notice Commencement Deadline
Counsel's Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Service Awards	14 days before the Final Approval Hearing
Motion for Final Approval	14 days before the Final Approval Hearing
<b><u>Final Approval Hearing</u></b>	<b>February 10, 2026 at 9:00 am</b>
Claims Form Deadline	90 days following the Notice Commencement Deadline

19. In the event that the Settlement Agreement, including the releases, are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation, shall jointly file a status report in the Court seeking to reopen the Action and all papers filed, and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so

as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

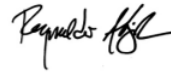
20. This Order and the Settlement Agreement, and any of their terms, and all negotiations, discussions, and proceedings in connection with this Order and the Settlement Agreement, shall not constitute evidence, or an admission by Defendants that any acts of wrongdoing have been committed and shall not be deemed to create any inference that there is any liability on the part of Defendants. This Order and the Settlement Agreement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order and the Settlement Agreement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement Agreement.

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the Plaintiffs and Defendants, if appropriate, without further notice to the Class.



**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2025



Aligada, Reynaldo (Judge)  
Oct 14, 2025 4:31 PM

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The Honorable Reynaldo Aligada  
Judge of Ramsey County District Court