

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

JANE DOE and JOHN DOE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

VIRGINIA MASON MEDICAL CENTER, and
VIRGINIA MASON HEALTH SYSTEM,

Defendants.

NO. 19-2-26674-1 SEA

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

THIS MATTER came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. The Settlement Agreement has been filed with the Court (See Decl. of B. Terrell, filed Dec. 20, 2024 @ Exhibit 1) (Dkt. No.) and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference. The Court, having reviewed the Settlement Agreement entered into by Plaintiff John Doe ("Plaintiff" or "Class Representative") and Defendants Virginia Mason Medical Center and Virginia Mason Health System ("Virginia Mason" or "Defendants") (collectively, the "Parties"), hereby orders that:

1. The Court has considered the proposed settlement of the claims asserted by a certified class of consumers defined as follows:

All Washington residents who are, or were, patients of Virginia Mason Medical Center or Virginia Mason Health System or any of their affiliates between October 10, 2015 and May 18, 2023, and who exchanged communications at www.virginiamason.org or the My VirginiaMason portal.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT - 1
CASE 19-2-26674-1 SEA**

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1 2. The Settlement Agreement appears, upon preliminary review, to be fair,
2 reasonable, and adequate to Settlement Class Members. Accordingly, for settlement purposes
3 only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as
4 provided for in this Order.

5 3. If the Settlement Agreement is not finally approved, is not upheld on appeal, or
6 is otherwise terminated for any reason before Final Approval, then the Settlement Agreement
7 and all negotiations, proceedings, and documents prepared, and statements made in
8 connection therewith, shall be without prejudice to any Party and shall not be deemed or
9 construed to be an admission or confession by any Party of any fact, matter, or proposition of
10 law; and all Parties shall stand in the same procedural position as if the Settlement Agreement
11 had not been negotiated, made, or filed with the Court.

12 4. The Court appoints Eisner Advisory Group LLC as the Settlement Administrator.

13 5. The Court will hold a Final Approval Hearing pursuant to Civil Rule 23(e) on
14 April 25, 2025 in the King County Courthouse, Courtroom E 746, 516 Third
15 Avenue, Seattle WA at 11:00a.m. for the following purposes:

- 16 (a) To determine whether the proposed settlement is fair, reasonable, and
17 adequate and should be granted final approval by the Court;
- 18 (b) To determine whether a final judgment should be entered dismissing the
19 claims of the Settlement Class with prejudice, as required by the
20 Settlement Agreement;
- 21 (c) To consider the application of Class Counsel for an award of attorneys'
22 fees, litigation expenses, and for a service award to the Class
23 Representative; and
- 24 (d) To rule upon other such matters as the Court may deem appropriate.

25 6. As is provided in the Settlement Agreement, within seven days of entry of this
26 Order, Defendants shall provide the names, any last known email addresses (to the extent
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1 available) and last known home addresses for the Settlement Class Members to the Settlement
2 Administrator, who shall send the agreed upon Notices to the Settlement Class Members within
3 30 days of this Order (the "Notice Date") in accordance with the notice program set forth in the
4 Settlement Agreement. The Court also approves the Notices, which are attached to the
5 Settlement Agreement. To the extent the Parties or Settlement Administrator determine that
6 ministerial changes to the Notices are necessary before disseminating them to the Settlement
7 Class, they may make those changes without further application to the Court.

8 7. The Court finds this manner of giving notice fully satisfies the requirements of
9 Civil Rule 23 and due process, constitutes the best notice practicable under the circumstances,
10 including its use of individual notice to all Settlement Class Members who can be identified with
11 the available data and reasonable effort, and shall constitute due and sufficient notice to all
12 persons entitled thereto.

13 8. If a class member chooses to opt out of the Settlement Class, the class member
14 is required to submit an Opt-Out request to the Settlement Administrator, postmarked on or
15 before the date specified in the Notice, which shall be 60 calendar days from the Notice Date.
16 The Opt-Out request must clearly manifest the Settlement Class Member's intent to be
17 excluded from the Settlement Class, be signed by the Settlement Class Member, and may only
18 request exclusion for that one individual. No person within the Settlement Class, or any person
19 acting on behalf of or in concert or participation with that person, may submit an Opt-Out
20 request on behalf of any other person within the Settlement Class. "Mass" or "class" exclusion
21 requests shall not be permitted.

22 9. A class member who submits a valid and timely Opt-Out request shall be
23 excluded from the Settlement Class for any and all purposes. No later than seven days after the
24 deadline to opt out, the Settlement Administrator shall prepare a declaration listing all of the
25 valid Opt-Outs received and shall provide the declaration and list to Class Counsel and
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1 Defendants' counsel, and Class Counsel will then report the names appearing on this list to the
2 Court before the Final Approval Hearing.

3 10. A Settlement Class Member who does not file a timely and valid Opt-Out
4 request shall be bound by all subsequent proceedings, orders, and judgments in this action
5 pertaining to the Settlement Class.

6 11. Any Settlement Class Member who wishes to be heard orally at the Final
7 Approval Hearing, or who wishes for any objection to be considered, must file a written notice
8 of objection with the Court and mail it to the Settlement Administrator no later than 60 days
9 after the Notice Date.

10 12. As set forth in the Settlement Agreement, the Objection must include the
11 following: (1) the Settlement Class Member's full name, current address, telephone number,
12 and email address; (2) the Settlement Class Member's original signature; (3) a statement of
13 the specific basis for the Objection and copies of any documents the Settlement Class Member
14 wishes to submit in support of the Objection; (4) the identity and telephone number of all
15 counsel representing the Settlement Class Member, if any; and (5) a statement of whether the
16 Settlement Class member intends to appear at the Final Approval Hearing, with or without
17 counsel. The Objection must be filed with the Court and served on the Settlement
18 Administrator.

19 13. Any Settlement Class Member who fails to timely file and serve a written
20 Objection pursuant to the terms of Settlement Agreement shall not be permitted to object to
21 the approval of the settlement or the Settlement Agreement and shall be foreclosed from
22 seeking any review of the settlement or the terms of the Settlement Agreement by appeal or
23 other means. A Settlement Class Member may withdraw an Objection by communicating the
24 withdrawal in writing to Class Counsel.

1 14. The Court approves the claims procedures set forth in the Settlement
2 Agreement. A valid Claim Form, as defined in the Settlement Agreement, must be submitted
3 online or postmarked no later than 90 calendar days after the Notice Date.

4 15. All briefs, memoranda, petitions, and affidavits to be filed in support of a service
5 award to the Class Representative and in support of Class Counsel's application for fees and
6 expenses, shall be filed with the Court no later than 30 days after the Notice Date.

7 16. Any other briefs, memoranda, petitions, or affidavits that Class Counsel intends
8 to file in support of final approval shall be filed not later than 14 days after the deadline for
9 Claim Forms. The Parties may file declarations from the Settlement Administrator regarding any
10 updates in information regarding notice, claims, and opt-outs, as well as responses to any
11 Objections, no later than 14 days before the Final Approval Hearing.

12 17. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall
13 be construed or used as an admission or concession by or against Defendants or any of the
14 Released Persons of any fault, omission, liability, or wrongdoing, or the validity of any of the
15 Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of
16 any claims in this lawsuit or a determination of any wrongdoing by Defendants or any of the
17 Released Persons. The preliminary approval of the Settlement Agreement does not constitute
18 any opinion, position, or determination of this Court, one way or the other, as to the merits of
19 the claims and defenses of Plaintiff, the Settlement Class Members, or Defendants.

20 18. The Court retains exclusive jurisdiction over this action to consider all further
21 matters arising out of or connected with the Settlement Agreement. All proceedings before the
22 Court are stayed pending final approval of the settlement, except as may be necessary to
23 implement the settlement or comply with the terms of the Agreement. The Court reserves the
24 right to adjourn or continue the date of the Final Approval Hearing without further notice to
25 Settlement Class Members, and retains jurisdiction to consider all further applications arising
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1 out of or connected with the settlement. The Court may approve or modify the settlement
2 without further notice to Settlement Class Members.

3 19. Counsel are hereby authorized to take all reasonable steps in connection with
4 approval and administration of the Settlement not materially inconsistent with this Order or the
5 Agreement, including, without further approval of the Court, making minor changes to the
6 content of the Notices that they jointly deem reasonable or necessary.

7 IT IS SO ORDERED.

8 DATED this 24th day of DECEMBER, 2024.

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11 THE HONORABLE MICHAEL K. RYAN

12 Presented by:

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