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2 HONORABLE RICHARD A. JONES
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

E.S., by and through her parents,
R.S. and J.S., and JODI
STERNOFF, both on their own
behalf, and on behalf of all similarly
situated individuals,

Plaintiffs,

v.

REGENCE BLUESHIELD; and
CAMBIA HEALTH SOLUTIONS,
INC., f/k/a THE REGENCE
GROUP,

Defendants.

Case No. 2:17-cv-01609-RAJ

ORDER

1 THIS MATTER comes before the Court on Plaintiffs' unopposed motion (1) for
 2 preliminary approval of settlement agreement; (2) for approval of class notice package;
 3 and (3) to establish a final settlement approval hearing and process, Dkt. # 88 ("Motion
 4 for Preliminary Approval"). The Court has reviewed the motion, the submissions in
 5 support of the motion, the Parties' Settlement Agreement executed as of July 31, 2025,
 6 (the "Agreement" or the "Settlement Agreement"), and the balance of the record. The
 7 Court **GRANTS** Plaintiffs' Motion for Preliminary Approval and **ORDERS** as follows:¹

8 1. Based on the record before it, the Court tentatively finds, pursuant to
 9 Federal Rule of Civil Procedure 23(e), that the Agreement attached as *Appendix 1* to the
 10 Motion for Preliminary Approval is fair, reasonable, and adequate. The Court finds that:
 11 (a) the Agreement resulted from extensive arm's length negotiations; (b) there is no
 12 evidence at this stage of the proceedings of fraud, collusion, or overreaching or that the
 13 rights of absent Class Members were disregarded; and (c) counsel has sufficient
 14 experience in similar litigation to propose the Agreement. The Court's preliminary
 15 approval is subject to change pending the outcome of the final settlement approval
 16 hearing ("Fairness Hearing") established herein.

17 2. The Court finds that the proposed Class Notice, attached as *Appendix 2a*,
 18 meets the requirements of Federal Rule of Civil Procedure 23, due process, and the
 19 applicable law in that it fairly and adequately describes the terms of the Agreement,
 20 including the attorneys' fees and costs sought by Class Counsel and Named Plaintiffs'
 21 ability to seek Incentive Awards; gives notice of the time and place of the Fairness
 22 Hearing; and describes how a Class Member may comment on, object to, or support the
 23 Agreement. The Court also finds that the postcard notice attached as *Appendix 2b* fairly

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25 ¹ The initial capitalization of terms used in this Order and not defined herein shall have
 26 the meanings assigned to them in the Agreement.

1 and reasonably apprises potential class members of the action, and directs them to a
2 webpage and/or phone number to receive and/or review copies of the full notice and
3 claims package.

4 3. The Court appoints Epiq to act as the Notice and Claims Processor
5 (“Claims Processor”) with the powers and responsibilities set forth in Sections 1.2, 2.2.3
6 and 6 of the Agreement.

7 4. The Court authorizes and directs Defendants Regence BlueShield and
8 Cambia Health Solutions, Inc., f/k/a the Regence Group, or a designated agent to transmit
9 the names, addresses and email addresses (where known) of the Class Notice Recipients
10 located after a reasonable search to the Claims Processor within 40 days of the entry of
11 this Order. This Order is intended to satisfy 45 C.F.R. § 164.512(e)(1)(i).

12 5. With respect to Class Notice Recipients whose email address is supplied
13 by Regence, the Court directs the Claims Processor to email the Class Notice. All other
14 Class Notice Recipients shall be mailed the postcard notice so that they may review the
15 Class Notice on the Claims Processor’s website or request a copy of the Class Notice to
16 be mailed or emailed to them.

17 6. With respect to Class Notice Recipients who previously made a claim to
18 Regence for hearing aid(s) and/or associated services during the class period, the Claims
19 Processor is directed to create online pre-populated claim forms with that existing claims
20 information, as reflected in the Settlement Agreement. If requested by a class member,
21 the Claims Processor may mail a copy of the pre-populated claim form to a class member.

22 7. The Claims Processor shall complete the initial emailing and mailing
23 within 30 days after receipt of the names, mailing addresses and, if available, email
24 addresses of the Class Notice Recipients from Defendants. The Claims Processor will
25 submit a declaration to the Court confirming its compliance with the class notice

1 procedures contained in this Order within 45 days of receipt of Class Notice Recipients
2 mailing and emailing information.

3 8. The Claims Processor shall establish a settlement web page available to the
4 public within 30 days of the date of this order. The web page shall, at minimum, contain
5 the Settlement Agreement, Class Notice, online claim forms and instructions, a
6 description of the action, deadlines and key pleadings (including, without limitation, the
7 motions for approval and orders certifying the settlement class and preliminarily
8 approving the agreement) as described in Section 2.2.3.2 of the Agreement. Class
9 Counsel is directed to work with the Claims Processor to supply all needed documents
10 for the website.

11 9. The Court concludes that direct notice by email, where email addresses are
12 available, and by direct U.S. mail, as described above, to the Class Notice Recipients, in
13 addition to web-based notice, is the best notice practicable under the circumstances and
14 complies with the requirements of Fed. R. Civ. P. 23, due process, and any other
15 applicable law. The Court notes that a nearly identical notice plan was approved and
16 ultimately successful at appropriately notifying affected class members. *See Schmitt, et*
17 *al. v. Kaiser Foundation Health Plan of Washington et al.*, No. 2:17-cv-1611-RSL (W.D.
18 Wash).

19 10. Not more than five (5) days after the date of this Order, Defendants shall
20 provide any notices and materials that may be required under the Class Action Fairness
21 Act (“CAFA”), 28 U.S.C. § 1715(b).

22 11. A Fairness Hearing to consider whether the proposed Agreement is fair,
23 reasonable, and adequate and should be finally approved is scheduled for March 20,
24 2026, at 9 a.m., at the United States Courthouse, 700 Stewart Street, Suite 13128, Seattle,
25 WA 98101.

1 12. A Class Member who wishes to comment on or object to the Agreement
2 must submit written comments and/or objections to the Court no later than March 6,
3 2026.

4 13. A Class Member who wishes to appear at the Fairness Hearing may do so
5 if he or she submits written notice to the Court, with copies to counsel, that he or she
6 intends to appear in person or through counsel. In that written notice of intent to appear,
7 the Class Member must describe the nature of his or her comment or objection. Written
8 notice of intent to appear must be filed with the Court and mailed to counsel by March 6,
9 2026.

10 14. A Motion for Final Approval of the Agreement, together with any
11 supporting declarations or other documentation, must be filed no later than March 13,
12 2026. Class Counsel shall also mail and, if an address is available, email the Motion for
13 Final Approval to all Class Members who object to the Agreement or file written notice
14 with the Court that they intend to appear at the Fairness Hearing.

15 15. Claims by Class Members must be received by the Notice and Claims
16 Processor no later than February 3, 2026.

17 16. Class Counsel shall file any motion for an award of attorneys' fees or
18 reimbursement of expenses or costs and any motion for an Incentive Award on behalf of
19 a Named Plaintiff no later than February 18, 2026. Class Counsel shall post this motion
20 on the web page maintained by the Claims Processor within three days of its filing with
21 the Court.

22 17. The Claims Processor shall establish a trust account into which Defendants
23 shall cause that portion of the Settlement Amount as described in Section 6.2.1.1 of the
24 Agreement to be paid within 30 days of the date of this Order. The trust account shall
25 constitute a "qualified settlement fund" within the meaning of Internal Revenue Code
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1 § 468B and Treas. Reg. § 1.468B-1, *et seq.* The Qualified Settlement Fund shall remain
2 subject to the jurisdiction of the Court, until such time as the Settlement Amount is
3 distributed pursuant to the Agreement and/or further order(s) of the Court. In order to
4 fund notice, the Notice and Claims Processor, with advance notice to each party, may
5 withdraw from the Qualified Settlement Fund amounts to pay its invoices prior to final
6 approval.

7 18. Neither Defendants nor Defendants' counsel shall have any responsibility
8 for the distribution of the Qualified Settlement Fund, or any application for attorneys'
9 fees or reimbursement of expenses or for a Case Contribution Award for any Named
10 Plaintiff submitted by Class Counsel, and such matters will be considered separately from
11 the fairness, reasonableness, and adequacy of the Agreement.

12 19. All reasonable expenses incurred by the Notice and Claims Processor in
13 sending the Class Notice, as well as administering the Qualified Settlement Fund, shall
14 be paid as set forth in Sections 6.2, 6.2.1.1, and 6.3 of the Agreement, and/or otherwise
15 in accordance with this Order.

16 20. Pending final determination of whether the Agreement should be approved,
17 (a) all proceedings in this Action unrelated to the Agreement shall be stayed, and (b)
18 neither Named Plaintiffs nor any Class Member, either directly, representatively,
19 derivatively, or in any other capacity, shall commence or prosecute against any of the
20 Releasees any action or proceeding in any court or tribunal asserting any of the Class
21 Released Claims.

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1 21. The Court reserves the right to adjourn the date of the Fairness Hearing
2 without further notice to Class Members, and it retains jurisdiction to consider all further
3 applications arising out of or connected with the Agreement. The Court may approve the
4 Agreement, with such modifications as may be agreed to by the Parties, if appropriate,
5 without further notice to Class Members.

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7 Dated this 22nd day of October, 2025.

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11 The Honorable Richard A. Jones
12 United States District Judge