

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CIRCUIT COURT FOR THE STATE OF OREGON
COUNTY OF DESCHUTES

KRYSTA HAKKILA and IDA VETTER, on
behalf of themselves and all others similarly
situated ,

Plaintiffs,

v.

NEUROMUSCULOSKELETAL CENTER OF
THE CASCADES, PC and CASCADE
SURGICENTER, LLC,

Defendants.

Case No. 24CV46507

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

1 The unopposed motion by Plaintiffs Krysta Hakkila and Ida Vetter (“Plaintiffs”), for
2 preliminary approval of the parties’ proposed class action settlement agreement (the “Settlement
3 Agreement”) was submitted to the Court. The Court, having considered all papers filed in
4 connection with the motion, and, good cause appearing, hereby ORDERS as follows;

5 1. This Preliminary Approval Order incorporates the Settlement Agreement, and the
6 terms used herein shall have the meanings and/or definitions given to them in the Agreement, as
7 submitted to the Court with the Motion.

8 2. For purposes of the settlement and conditioned upon the settlement receiving final
9 approval following the final approval hearing, this Court hereby conditionally certifies the
10 Settlement Class, defined as: “All individuals to whom Defendants mailed written notification that
11 their personal information was compromised in the Data Incident that occurred on or around October
12 2, 2023.”

13 3. The Court finds that, for the purposes of settlement: (a) the number of members of
14 the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are
15 questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs
16 are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate
17 representatives for the Settlement Class, and have retained experienced and adequate Class Counsel;
18 (e) the questions of law and fact common to the members of the Settlement Class predominate over
19 any questions affecting any individual members of the Class; and (f) a class action is superior to the
20 other available methods for the fair and efficient adjudication of the controversy.

21 4. For the purposes of settlement only, the Court finds and determines that the named
22 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their
23 rights in the action and appoints Krysta Hakkila and Ida Vetter as Class Representatives.

24 5. For purposes of settlement only, the Court appoints as Class Counsel: Raina C.
25 Borrelli of Strauss Borrelli PLLC; John J. Nelson of Milberg Coleman Bryson Phillips, PLLC.

26 6. Simpluris is appointed as Settlement Administrator. The Settlement Administrator
27 shall abide by the terms and conditions of the Settlement Agreement that pertain to settlement and
28 claims administration.

1 7. The Final Approval Hearing Date shall be _____, **2025** at _____. before the
2 Honorable _____, Deschutes County Circuit Court, located at 1100 NW
3 Bond Street. Bend, Oregon 97703 , to consider and confirm as final: (a) the fairness, reasonableness
4 and adequacy of the proposed Settlement Agreement; (b) any objections made by Settlement Class
5 Member to the proposed Settlement Agreement; (c) whether the Settlement Agreement should be
6 finally approved by this Court; (d) Class Counsel’s motion for attorneys’ fees, costs, and service
7 awards for the named Plaintiffs and Class Representatives; and (e) such other matters as this Court
8 may deem proper and necessary.

9 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
10 not later than fourteen days before the Objection Deadline, which is 60 days after the Settlement
11 Administrator issues the class notice.

12 9. Class Counsel are to file and serve the Motion for Final Approval 14 days before the
13 Final Approval Hearing.

14 10. The proposed form, timing, and methods of Class Notice described in the Settlement
15 Agreement, including the summary notice and long form notice attached to the Settlement
16 Agreement as Exhibits A and B and are hereby approved for the purpose of notifying the members
17 of the Settlement Class of the proposed Settlement Agreement, the Final Approval Hearing date,
18 and the rights of the members of the Settlement Class Member to exclude themselves or object to
19 the settlement, and shall be sent to the members of the Settlement Class substantially in the forms
20 approved. The parties may by mutual written consent make non-substantive changes to the notices
21 without Court approval. The costs of giving notice to the members of the Classes shall be deducted
22 from the common fund.

23 11. The Settlement Administrator shall issue the Class Notice within 30 days after the
24 entry of this Preliminary Approval Order, including by mail, e-mail, and website publication as set
25 forth in the Settlement Agreement.

26 12. The Long-Form Notice, Settlement Agreement, and Preliminary Approval Order
27 shall be posted on the settlement website created by the Claims Administrator.

28 13. Within seven days after the Opt-Out Deadline and Objection Deadlines, the Claims

1 Administrator shall furnish to Settlement Class Counsel and to Defendant's counsel a complete list
2 of all timely and valid requests for exclusion and any valid Objections.

3 14. The Notice Plan, as set forth in the Settlement Agreement, is the best notice
4 practicable, and is reasonably calculated, under the circumstances, to apprise the members of the
5 Settlement Class of the pendency of this action and their right to participate in, object to, or exclude
6 themselves from the settlement. This Court further finds that the summary and long form notices,
7 as set forth in Exhibits A and B to the Settlement Agreement, are sufficient notice of the Final
8 Approval Hearing date, the Settlement Agreement, the Motion for Final Approval and Motion for
9 Fees, Costs, and Service Award, and other matters set forth in the Settlement Agreement, and that
10 the Notice Plan fully satisfies due process of law to all persons entitled thereto.

11 15. Settlement Class Member who wish to exclude themselves from the Settlement Class
12 for purposes of this Settlement may do so by submitting a request for exclusion to the Claims
13 Administrator that is postmarked by 60 days after Settlement Administrator sends the Short-Form
14 Notice. The request for exclusion must comply with the exclusion procedures set forth in the
15 Settlement Agreement. Each Settlement Class Member desiring to exclude him or herself from the
16 Settlement Class shall timely submit written notice of such intent to the designated address set forth
17 in the notice. The written notice must clearly manifest the intent to be excluded from the Settlement
18 Class and must be signed by the Settlement Class member. A request for exclusion may not request
19 exclusion of more than one member of the Settlement Class. Each opt-out must be individually
20 submitted; mass opt-outs are not permitted.

21 16. Any member of the Settlement Class who timely requests exclusion consistent with
22 these procedures may not file an objection to the Settlement Agreement and shall be deemed to have
23 waived any rights or benefits under this Settlement Agreement. Settlement Class Member who fails
24 to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement
25 Agreement and the final Judgment.

26 17. Any member of the Settlement Class who has not timely filed a request for exclusion
27 may object to the granting of final approval to the settlement. Settlement Class Member may object
28 on their own or may do so through separate counsel at their own expense.

1 18. Any written objection to the Settlement Agreement must include: (i) the name of the
2 proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a
3 statement that states with specificity the grounds for the objection, as well as any documents
4 supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement
5 regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final
6 Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has
7 submitted an objection to a class action settlement within the last three (3) years; and, (vii) the
8 signature of the Settlement Class Member or the Settlement Class Member's attorney. All objections
9 must be emailed or postmarked to the Settlement Administrator on or before the objection deadline.
10 Any Settlement Class member who does not make their objections in the manner and by the date
11 set forth in this paragraph shall be deemed to have waived the right to object or to be heard at the
12 Final Approval Hearing and shall be forever barred from making any objection to the Settlement
13 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in
14 the Action.

15 19. All pretrial proceedings in this action are stayed and suspended until further order of
16 this Court, except such actions as may be necessary to implement the Settlement Agreement.

17 20. In the event that the Settlement Agreement is terminated pursuant to its terms,
18 disapproved by any court (including any appellate court), and/or not consummated for any reason,
19 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
20 purposes of effectuating the Settlement Agreement, and all preliminary and/or final findings
21 regarding that class certification order, shall be automatically vacated upon notice of the same to the
22 Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to
23 this Settlement Agreement and such findings had never been made, and the Action shall return to
24 the procedural posture on the day before the Settlement Agreement was executed, in accordance
25 with this paragraph.

26 21. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this
27 Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation
28 thereof in accordance with the settlement preliminarily approved herein and the related orders of

1 this Court.

2 22. The parties are directed to carry out their obligations under the Settlement
3 Agreement.

4 **Summary of Applicable Dates**

- 5
- 6 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than 30
7 days after entry of Preliminary Approval/Notice Order.
 - 8 • **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
 - 9 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
 - 10 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
 - 11 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.
 - 12 • **Deadline to Respond to Objections and Move for Final Approval:** 14 days before
13 the Final Approval Hearing.
 - 14 • **Final Approval Hearing Date:** _____, 2025 at 10:00 a.m. (no earlier than 120 days
15 after date of this Preliminary Approval Order).
- 16

17

18 **IT IS SO ORDERED.**

19

20 Dated: _____

8/27/2025 8:47:04 AM



21 **Circuit Court Judge Herriott**

22

23

24

25

26

27

28 **CERTIFICATE OF READINESS**
UTCR 5.100

1 This proposed order or judgment is ready for judicial signature because:

- 2 1. ☐ Each party affected by this order or judgment has stipulated to the order or
3 judgment, as shown by each party's signature on the document being submitted.
- 4 2. ☒ Each party affected by the order or judgment has approved the order or
5 judgment, as shown by each party's signature on the document being submitted or
6 by written confirmation of approval sent to me.
- 7 3. ☐ I have served a copy of this order or judgment on each party entitled to
8 service and:
9 a. ☐ No objection has been served on me.
10 b. ☐ I received objections that I could not resolve with a party despite
11 reasonable efforts to do so. I have filed a copy of the objections
12 received and indicated which objections remain unresolved.
13 c. ☐ After conferring about objections, [role and name of objecting
14 party] agreed to independently file any remaining objection.
- 15 4. ☐ The relief sought is against an opposing party who has been found in
16 default.
- 17 5. ☐ An order of default is being requested with this proposed judgment.
- 18 6. ☐ Service is not required pursuant to subsection (3) of this rule, or by statute,
19 rule or otherwise.
- 20 7. ☐ This is a proposed judgment that includes an award of punitive damages
21 and notice has been served on the Director of the Crime Victims' Assistance
22 Section as required by subsection (4) of this rule.

23 DATED: August 26, 2025

24 ALBIES & STARK

25 s/ Whitney Stark

26 Whitney Stark, OSB No. 090350

27 whitney@albiesstark.com

28 *Attorney for Plaintiff*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cascade Surgicenter Settlement Offers Cash, Data Monitoring to End Class Action Over 2023 Data Breach](#)
