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

*In re: Proliance Surgeons Data Breach  
Litigation*

Governing Case No. 23-2-23579-7  
SEA

Consolidated Case Numbers:  
23-2-23699-8 SEA  
23-2-24032-4 SEA  
23-2-24495-8 SEA

**ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant Proliance Surgeons, Inc., P.S. (“Proliance” or “Defendant”) have entered into a Settlement Agreement dated January 8, 2026 that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meanings ascribed to those terms in the Settlement Agreement.



1 of approximately 437,932 individuals. These individuals constitute the “Settlement Class” solely  
2 for purposes of certifying a settlement class in this Litigation.

3 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of  
4 Washington law, for settlement purposes only, as: (1) the Settlement Class is so numerous that  
5 joinder of all members is impracticable; (2) there are questions of law or fact common to the  
6 Settlement Class; (3) the Representative Plaintiffs’ claims are typical of those of Settlement Class  
7 Members; and (4) the Representative Plaintiffs will fairly and adequately protect the interests of  
8 the Settlement Class.

9 8. The Court preliminarily finds that the Settlement Class satisfies the requirements of  
10 Washington law for settlement purposes only, as: (1) the questions of law or fact common to the  
11 Settlement Class predominate over individual questions; and (2) class action litigation is superior  
12 to other available methods for the fair and efficient adjudication of this controversy.

13 9. The Court hereby appoints Donna L. Maziarka, Betty A. Deforest, Randy Akers,  
14 Angeline Di Fazio, Jeffrey Eaton, Sarah Cardenas, Samuel Levy, Alicia Berend, Rodney Mael, Eric  
15 Makus, and Gwendolyn Bachmann as the Representative Plaintiffs.

16 10. The Court hereby appoints Timothy W. Emery of Emery Reddy PC, and Kaleigh N.  
17 Boyd of Tousley Brain Stephens PLLC, as Settlement Class Counsel (collectively, “Class Counsel”  
18 or “Settlement Class Counsel”).

19 **NOTICE AND ADMINISTRATION**

20 11. Pursuant to the Settlement Agreement, the Parties have designated Kroll Settlement  
21 Administration (“Kroll”) as the Claims Administrator. The Claims Administrator shall perform all  
22 the duties of the Claims Administrator set forth in the Settlement Agreement.

23 12. The Court finds that the Postcard and Long Notice, and Notice Program set forth in  
24 the Settlement Agreement satisfy the requirements of due process and Washington law and provide  
25 the best notice practicable under the circumstances. The Postcard and Long Notice and the Notice  
26 Program are reasonably calculated to apprise Settlement Class Members of the nature of this  
27 Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of  
Settlement Class Members to object to the Settlement Agreement or exclude themselves from the

1 Settlement Class and the process for doing so, and of the Final Fairness Hearing. The Court  
2 therefore approves the Postcard and Long Notice and Notice Program and directs the parties and  
3 the Claims Administrator to proceed with providing notice to Settlement Class Members pursuant  
4 to the terms of the Settlement Agreement and this Order.

5 13. The Claims Administrator shall commence the Notice Program within thirty (30)  
6 days after entry of this Order, as required by the Settlement Agreement.

7 **EXCLUSIONS AND OBJECTIONS**

8 14. Class Members who wish to opt-out and exclude themselves from the Settlement  
9 Class may do so by notifying the Claims Administrator in writing, postmarked no later than sixty  
10 (60) days after the Notice Commencement Date. To be valid, each request for exclusion must be  
11 individually signed and timely submitted to the designated Post Office box established by the  
12 Claims Administrator. The written notice must clearly manifest a Settlement Class Member's intent  
13 to opt-out of the Settlement Class. All Requests for Exclusion must be submitted individually in  
14 connection with a Settlement Class Member, i.e., one request is required for every Settlement Class  
15 Member seeking exclusion.

16 15. All Settlement Class Members who do not opt-out and exclude themselves shall be  
17 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and  
18 Judgment.

19 16. Settlement Class Members who wish to object to the Settlement Agreement may do  
20 so by filing a written objection to the Court in accordance with the procedures outlined in the Long  
21 Notice, filed or postmarked no later than sixty (60) days after the Notice Commencement Date (the  
22 "Objection Date"). Any Settlement Class Member wishing to object to the Settlement Agreement  
23 shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall  
24 state: (i) the objector's full name and address; (ii) the case name and docket number – *In re:*  
25 *Proliance Surgeons Data Breach Litigation*, Case No. 23-2-23579-7 SEA (Washington State  
26 Superior Court for King County); (iii) information identifying the objector as a Settlement Class  
27 Member, including proof that the objector is a Settlement Class Member (e.g., copy of the  
objector's settlement notice, copy of original notice of the Data Security Incident, or a statement

1 explaining why the objector believes he or she is a Settlement Class Member); (iv) a written  
2 statement of all grounds for the objection, accompanied by any legal support for the objection the  
3 objector believes applicable; (v) the identity of any and all counsel representing the objector in  
4 connection with the objection; (vi) a statement identifying the number of class action settlements  
5 the objector has objected to or commented on in the last five years; (vii) for each attorney  
6 representing, advising, or assisting the objector, a statement identifying every objection the attorney  
7 has filed to any other class action settlements in the last five years; (viii) a statement whether the  
8 objector and/or his or her counsel will appear at the Final Fairness Hearing; and (ix) the objector's  
9 signature or the signature of the objector's duly authorized attorney or other duly authorized  
10 representative (if any) representing him or her in connection with the objection. To be timely,  
11 written notice of an objection that substantially complies with ¶7.1(i)-(ix) of the Settlement  
12 Agreement must be mailed, with a postmark date no later than the Objection Date, to Proposed  
13 Lead Class Counsel: Timothy W. Emery, Emery Reddy, PC, 600 Stewart Street, Suite 1100, Seattle  
14 WA, 98101; Kaleigh N. Boyd, Tousley Brain Stephens PLLC, 1200 Fifth Avenue, Suite 1700  
15 Seattle, WA, 98101; counsel for Defendant David W. Schelberg, McDonald Hopkins PLC, 39533  
16 Woodward Ave., Ste. 318, Bloomfield Hills, MI 48304. For all objections mailed to Proposed Lead  
17 Class Counsel and counsel for Defendant, Proposed Settlement Class Counsel will file them with  
18 the Court with the Motion for Final Approval of Settlement.

19 17. Any Settlement Class Member who does not timely submit a written objection in  
20 accordance with these procedures and the procedures detailed in the notice provided to Settlement  
21 Class Members and Settlement Agreement shall be deemed to have waived any objection, shall not  
22 be permitted to object to the settlement, and shall be precluded from seeking any review of the  
23 Settlement Agreement and/or the Final Approval Order by appeal or other means.

#### 24 **FINAL APPROVAL HEARING**

25 18. The Court will hold a Final Fairness Hearing on JUNE 26, 2026, at 10:00AM at  
26 the King County Superior Courthouse, 401 4<sup>th</sup> Ave N, Room 4H, Kent, WA 98032 (which may be  
27 held remotely).

1 19. At the Final Fairness Hearing, the Court will consider whether:  
2 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally  
3 certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion  
4 for attorneys' fees and costs should be granted; and (e) the service awards sought for Representative  
5 Plaintiffs should be granted.

6 20. The Court reserves the right to continue the date of the Final Approval Hearing  
7 without further notice to Settlement Class Members.

8 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Commencement Date	30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Objection Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date
Motion for Final Approval	28 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	7 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 130 days after entry of this Order

22 21. All proceedings and deadlines in this matter, except those necessary to implement  
23 this Order and the settlement, are hereby stayed and suspended until further order of the Court.

24 22. All Settlement Class Members who do not validly opt out and exclude themselves  
25 are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the  
26 Settlement Agreement pending the Court's Order regarding final approval of the Settlement  
27 Agreement.

1           23.     In the event that the Settlement Agreement is terminated pursuant to the terms of  
2 the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall  
3 have no further force or effect, and shall not be used in the Litigation or any other proceedings for  
4 any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that  
5 survive termination; (b) this matter will revert to the status that existed before execution of the  
6 Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the  
7 Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed  
8 in support of preliminary or final approval of the settlement) shall: (i) be admissible into evidence  
9 for any purpose in this Litigation or in any other action or proceeding other than as may be  
10 necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed  
11 an admission or concession by any Settling Party regarding the validity of any of the Released  
12 Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission  
13 or concession by any Settling Party regarding the truth or falsity of any facts alleged in the  
14 Litigation or the availability or lack of availability of any defense to the Released Claims.

15           **IT IS SO ORDERED.**

16  
17 Dated: \_\_\_\_\_

1/29/26

  
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HON. Kent Liu  
King County Superior Court Judge