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KITSAP COUNTY CLERK
DAVID T. LEWIS III

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

CHRISTOPHER OAKLEY, *individually and on
behalf of all others similarly situated,*

Plaintiff,

v.

KITSAP MENTAL HEALTH SERVICES,

Defendant.

Case No. 25-2-00147-18

~~[proposed]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

* Clerk's Action
Required - Page 5,
Line 20.5

THIS MATTER came before the Court on Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement. Prior to ruling, the Court considered the following documents and evidence:

- Plaintiff's Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Kenneth Grunfeld in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and attached exhibits; and
- The records in this case and arguments of counsel.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Settlement Agreement between Plaintiff and Kitsap Mental Health Services. The terms defined in the Settlement shall have the same meaning in this Order

2. The proposed Settlement appears to be the product of serious, informed, non-collusive negotiations, including a mediation before a mediator with substantial experience with consumer class action cases. The proposed Settlement has no obvious deficiencies, does not

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improperly grant preferential treatment to any class members, and falls within the range of possible judicial approval. These factors weigh in favor of granting preliminary approval. *See* William B. Rubenstein, *Newberg on Class Actions* § 13:10 (5th ed. June 2019 update 5th).

3. For purposes of settlement, the Court finds that the Settlement Class satisfies the requirements of CR 23(a) and (b)(3) and grants conditional and preliminary certification of the following Settlement Class:

All individuals whose Private Information was compromised in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

4. For purposes of settlement, the numerosity requirement is satisfied because the Class consists of approximately over 70,000 individuals. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64 P.3d 49 (2003).

5. For purposes of settlement, the commonality requirement is satisfied because there are overarching questions of law and fact common to the class, including, but not limited to: (a) whether Defendant's security environment was adequate to protect Settlement Class members' Private Information; (b) whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of information compromised in the Data Incident; (c) whether Defendant's data security systems prior to and during the Data Incident complied with applicable data security laws and regulations; (d) whether Defendant knew or should have known its data security systems and monitoring processes were deficient; (e) whether Defendant's conduct rose to the level of negligence; (f) whether Defendant breached contracts it had with its patients, including Plaintiff and Class Members; (g) whether Defendant was unjustly enriched; and (h) whether Plaintiff and Class Members are entitled to damages and equitable relief, including injunctive relief, restitution, and/or disgorgement. *See* CR 23(a)(2); *Smith v. Behr*

Process Corp., 113 Wn. App. 306, 320, 54 P.3d 665 (2002).

6. For purposes of settlement, the typicality requirement is satisfied because Plaintiff's claims arise from the same course of conduct that gives rise to the claims of other Class Members and is based on the same legal theory. *See* CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 267 P.3d 383, 392 (2011).

7. For purposes of settlement, the adequacy requirement is satisfied because Plaintiff has no interests antagonistic to the other Class Members and is represented by experienced and qualified counsel. *See Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

8. For purposes of settlement, the predominance requirement is satisfied because there is a "common nucleus of operative facts" to each Class Member's claim, and all Class Members were subject to the same conduct by Defendant. *See* CR 23(b)(3); *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190 Wn.2d 507, 516, 415 P.3d 224 (2018).

9. For purposes of settlement, the superiority requirement is satisfied because the resolution of approximately 70,000 claims in one action is far superior to individual lawsuits and promotes consistency and efficiency of adjudication, particularly in a case like this one with modest individual damages. *See* CR 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

10. For purposes of settlement, the Court appoints Christopher Oakley as the class representative.

11. The Court appoints Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Thomas Loeser of Cotchett, Pitre & McCarthy, LLP as Class Counsel for settlement purposes.

12. The Court appoints and has jurisdiction over Simpluris, L.L.C. as the Settlement Administrator. As provided for in the Settlement Agreement, the Settlement Administrator shall disseminate notice to Class Members by mail, track responses, mail Settlement Awards, and arrange for the filing of tax forms and any payments relating to the Settlement Fund, and perform such other duties as are called for by the Settlement Agreement or ordered by the Court.

13. The Court approves, as to form and content, the notices attached as exhibits to the Settlement Agreement that the Parties have prepared (collectively the "notices"). The notices

provide all of the information Class Members need to evaluate and respond to the Settlement, including: the nature of the litigation; the general terms of the proposed Settlement; their rights under the Settlement; an explanation of how they can object to or exclude themselves from the Settlement; the identity of Class Counsel and that Class Counsel will request attorneys' fees and expenses from the Settlement Fund; and the date and time of the Final Approval Hearing. The notices also direct Class Members to a website established by the Settlement Administrator that will provide additional information about the Settlement, as well as a toll-free number established by the Settlement Administrator that Class Members can call with questions about the Settlement.

14. The Court also approves the parties' plan for disseminating notice, which will ensure that Class Members receive "the best notice practicable under the circumstances." *See* CR 23(c)(2). Issuance of notice substantially in the manner set forth in the Settlement Agreement satisfies the requirements of due process and applicable state and federal law and constitutes due and sufficient notice to all members of the Settlement Class.

15. Within 10 days of the date of this order, Defendant shall provide the Settlement Class List to the Settlement Administrator.

16. Within 25 days of this order, the Settlement Administrator shall begin to distribute notice to all Class Members as provided in the Settlement Agreement.

17. Any Class Member may be excluded from the Settlement by submitting a written request to the Settlement Administrator no later than 15 days before the initial scheduled Final Approval Hearing. Following final approval of the Settlement and the occurrence of the Effective Date, each Class Member who does not submit a timely, valid request for exclusion shall be bound by the releases in the Settlement Agreement.

18. Any Class Member may object to the Settlement by submitting a written statement to the Settlement Administrator no later than 15 days before the initial scheduled Final Approval Hearing. The statement of objection must include the information stated in Paragraph 91 of the Settlement Agreement. Any objector or their attorney may appear at the Final Approval Hearing. In order to do so, such objectors or their attorneys must file a notice of appearance with the Court

no later than 10 days before the Final Approval Hearing and send a copy of the notice of appearance to Class Counsel and Defendant's Counsel.

19. Class Counsel shall file their motion for entry of the Final Approval Order, final approval of the Settlement, and their motion for attorneys' fees and reimbursement of costs and for service awards to the class representatives no later than 45 days prior to the Final Approval Hearing.

20. The Final Approval Hearing shall be held before this Court [at least 120 days after this order] on March 6, 2026 at 1:30 pm w/ Judge Hull, Dept 6

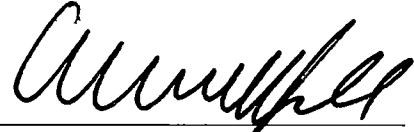
21. At the hearing, the Court will consider whether the prerequisites for class certification and treatment under CR 23(a) and (b)(3) are satisfied and whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court. The Court will also consider Class Counsel's motion for attorneys' fees and costs and for service awards to the class representatives, and rule on any other matters that the Court deems appropriate.

22. The Court retains jurisdiction over the Action and all matters arising out of or connected with the proposed Settlement. All deadlines in the current Case Scheduling Order are hereby stricken, including the trial date, and all proceedings in the Action are hereby stayed other than proceedings relating to the consideration of whether the Settlement should be approved. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. After the Final Approval Hearing, the Court may approve the Settlement without further notice to Class Members.

23. If the Court does not enter the Final Approval Order, or if the Effective Date does not occur for any reason, then the Action shall proceed as if the Settlement Agreement had not been executed. If that occurs, the Parties shall meet and confer and present the court with a proposed revised case scheduling order.

IT IS SO ORDERED.

Dated: Oct. 3, 2015



Judge of the Superior Court

Presented by:

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/s/

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