



The Honorable Alicia Marie Burton

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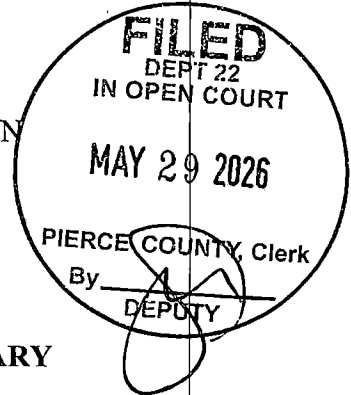
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IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

*In re: Pierce County Library System Data
Breach Litigation*

Case No. 25-2-11297-2

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**



Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. __) (the "Motion"), the terms of which are set forth in a Settlement Agreement and Release between Plaintiffs Gwendolyn Bachmann, Kristye Gervais, Brett Higbee, Heather Lee, and Georgette Mills ("Plaintiffs") and Defendant Pierce County Library System ("PCLS" or "Defendant") (together with Plaintiffs, the "Parties"), with accompanying exhibits attached as Exhibit 2 to the Declaration of M. Anderson Berry In Support of Plaintiffs' Unopposed Motion for Preliminary Approval (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby GRANTS the Motion and ORDERS as follows:

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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Certification of the Settlement Class.

1. The Court has conducted a preliminary evaluation of the terms set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Class meets all applicable requirements of CR 23 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Settlement Class Representatives and Class Counsel will fairly and adequately protect the interest of the Settlement Class, and that a class action is an appropriate method for the fair and efficient adjudication of the Action.

2. Pursuant to Civil Rule 23 and for settlement purposes only, the Court certifies the following Settlement Class, consisting of:

[A]ll current and former employees, and their family members, as well as current and former contractors who received notice from Defendant whose personal information was impacted in the Data Incident.

Settlement Class Members specifically excludes: (i) PCLS and PCLS's parents, subsidiaries, affiliates and any entity in which PCLS has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for requesting exclusion; (iii) the attorneys representing the Settling Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge.

Settlement Class Representative and Settlement Class Counsel.

3. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Heather Lee as the Settlement Class Representative.

4. For settlement purposes only, the Court hereby approves the appointment of M. Anderson Berry of Emery Reddy, PC, and Kaleigh N. Boyd of McNaul Ebel PLLC, as Class

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1 Counsel, and finds that they are competent and capable of exercising the responsibilities of Class
2 Counsel

3 **Preliminary Settlement Approval.**

4 5. Upon preliminary review of the Settlement Agreement, the Court finds that (i)
5 there is good cause to believe that the Settlement Agreement is fair, reasonable and adequate; (ii)
6 the Settlement Agreement has been negotiated at arm's length between experienced attorneys
7 familiar with the legal and factual issues of this case with the assistance of an experienced
8 mediator; and (iii) the Settlement warrants Notice of its material terms to the Settlement Class
9 for their consideration and reaction. Therefore, the Court grants preliminary approval of the
10 Settlement.
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12 **Final Approval Hearing.**

13 6. A Final Approval Hearing shall be at least one hundred and twenty-five (125)
14 days following preliminary approval, at the Court's convenience where the Court will, among
15 other things, determine: (i) whether the proposed settlement of the Litigation on the terms and
16 conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should
17 be given final approval by the Court; (ii) whether judgment should be entered for the claims of
18 the Representative Plaintiffs, including the claims of Class Members who have not requested
19 exclusion from the Settlement Classes; (iii) whether to approve the payment of attorneys' fees
20 and expenses to Class Counsel; and (iv) whether to approve the payment of service awards to the
21 Representative Plaintiffs. The Court may adjourn the Final Approval Hearing without further
22 notice to the Settlement Class Members.
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[PROPOSED] PRELIMINARY APPROVAL
ORDER - 3

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Claims Administration and Notice.

7. The Court appoints Simpluris, Inc. ("Simpluris") as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

8. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Settlement Classes as set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as Exhibits A, B, and D and finds that such Notice complies fully with the requirements of CR 23. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Classes of the pendency of the Action, the terms of the Settlement Agreement, and the right to object to the Settlement Agreement and to exclude themselves from the Settlement Classes. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting the publication.

9. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

Exclusion from Class.

10. Any Settlement Class Member who wishes to be excluded from the Settlement Classes must submit a valid and timely Request for Exclusion. Valid Settlement Class Member Requests for Exclusion must (i) state a full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) contain a clear statement communicating

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1 that the Settlement Class Member elects to be excluded from the Settlement Classes, does not
2 wish to be a Settlement Class Member, and elects to be excluded from any judgement entered
3 pursuant to the Settlement; and (iv) be postmarked no later than 60 days from the date the Class
4 Notice is issued (in the event the mailing is not postmarked, it will be deemed timely if received
5 within seven days of the Opt-Out Date). All persons falling within the definition of the Settlement
6 Classes who do not request to be excluded from the Settlement Classes in the manner described
7 in this Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will
8 file a list of Settlement Class Members requesting exclusion with the Court. All Persons who
9 submit valid and timely requests to be excluded from the Settlement Classes shall not receive
10 any benefits of and/or be bound by the terms of the Settlement Agreement.
11

12 11. If Defendant terminates the Settlement Agreement according to its terms, the
13 Parties shall return to their respective positions immediately prior to entering into the Settlement
14 Agreement and the Parties' settlement negotiations shall not be admissible in any legal
15 proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in
16 any manner.
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18 **Right to Object.**

19 12. Any Settlement Class Member who objects to the settlement may appear in
20 person, at their own expense, at the Final Approval Hearing to present any relevant evidence or
21 argument. No Settlement Class Member will be heard and no papers submitted by any Settlement
22 Class Member will be considered unless, no later than sixty (60) days from the date the Class
23 Notice is issued, or any other date set by the Court, the Settlement Class Member mails to Class
24 Counsel and Defendant's counsel written objections that include: (i) the objector's full name and
25 address; (ii) the full case name and docket number; (iii) information identifying the objector as a
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1 Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g.,
2 copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or
3 a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a
4 written statement of all grounds for the objection, accompanied by any legal support for the
5 objection the objector believes applicable; (v) the identity of any and all counsel representing the
6 objector in connection with the objection; (vi) a statement whether the objector and/or his or her
7 counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the
8 signature of the objector's duly authorized attorney or other duly authorized representative (if
9 any) representing him or her in connection with the objection. Should the objector wish to appear
10 at the Final Approval Hearing, they must so state, and must identify any documents or witnesses
11 the Settlement Class Member intends to call on their behalf. Any Settlement Class Member who
12 fails to object in this manner will be deemed to have waived and forfeited any and all rights they
13 may have to appear separately and/or object to the Settlement Agreement, and the Settlement
14 Class Member shall be bound by all the terms of the Settlement Agreement and by all
15 proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the
16 Settlement Agreement shall be through the provisions set forth in this Paragraph. Without
17 limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment Order
18 approving the Settlement Agreement, or the judgment to be entered upon final approval shall be
19 pursuant to appeal under the Washington Rules of Appellate Practice and not through a collateral
20 attack.
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24 **Stay of Action.**

25 13. All proceedings in the Action, other than those related to approval of the
26 Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class
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Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

Schedule and Deadlines.

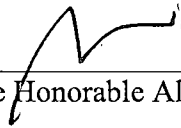
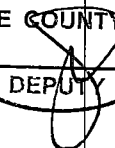
14. The Court orders the following schedule of dates for the specified actions/further proceedings:

Grant of Preliminary Approval	
Defendant provides Class Member Information to the Claims Administrator	+14 days from date of Preliminary Approval
Notice Commencement Date	+30 days from date of Preliminary Approval
Notice Completion Date	+45 days from date of Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Plaintiff Service Awards	+76 days from Preliminary Approval
Opt-Out & Objection Deadline	+90 days from Preliminary Approval
Claims Administrator Provide List of Objections/Exclusions to Counsel	+97 days from Preliminary Approval
Motion for Final Approval	-28 days before Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 125 days after Preliminary Approval

The Final Approval Hearing will take place on 10/9, 2026 at 9:00 am.

IT IS SO ORDERED.

Dated: 5/29/26

The Honorable Alicia Marie Burton

FILED
DEPT 22
IN OPEN COURT
MAY 29 2026
PIERCE COUNTY, Clerk
By  DEPUTY

[PROPOSED] PRELIMINARY APPROVAL
ORDER - 7

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~~PROPOSED~~ PRELIMINARY APPROVAL
ORDER - 8

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