

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Feb 20, 2026

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

RAE WHITMAN, individually and on
behalf of all others similarly situated,
Plaintiff,

v.

WHITMAN COUNTY PUBLIC
HOSPITAL DISTRICT #3, dba
WHITMAN HOSPITAL & MEDICAL
CENTER,
Defendant.

No. 2:25-CV-00246-SAB

**ORDER GRANTING MOTION
FOR PRELIMINARY
APPROVAL**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval, ECF No. 23. Plaintiff is represented by Joan M. Pradhan, Kaleigh N. Boyd, and Kenneth J. Grunfeld. Defendant is represented by Casie D. Collignon and Logan F. Peppin. The Motion was considered without oral argument.

Plaintiff indicates that she, individually and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement.

The Court finds it has jurisdiction over the action and each of the parties for purposes of settlement and asserts jurisdiction over the Class Members for purposes of effectuating this settlement and releasing their claims.

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1 Accordingly, **IT IS HEREBY ORDERED:**

2 1. **Preliminary Approval of Settlement Agreement:** The terms of the
3 Settlement Agreement filed in this Action are preliminarily approved as fair,
4 reasonable and adequate, are sufficient to warrant sending notice to the Class, and
5 are subject to further consideration at the Final Approval Hearing. In making this
6 determination, the Court has considered the current posture of this Action and the
7 risks and benefits to the Parties involved in both settlement of these claims and
8 continuation of the litigation.

9 2. **Settlement Class Certification:** Pursuant to Fed. R. Civ. P. 23(a),
10 23(b)(2), and 23(b)(3), and for the purposes of settlement only, the Action is
11 hereby preliminarily certified as a class action on behalf of the following
12 Settlement Class:

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14 All living individuals residing in the United States whose Private
15 Information was impacted in the Data Incident.

16 Excluded from the Settlement Class are all persons who are: (a) directors,
17 officers, and employees of Defendant, and any entity in which Defendant
18 has a controlling interest; (b) governmental entities; (c) the Judge assigned to
19 the Action, that Judge's immediate family, and Court staff; (d) any
20 Settlement Class Member who timely and validly opted out of the
21 Settlement; and (e) any person found by a court of competent jurisdiction to
22 be guilty under criminal law of initiating, causing, aiding or abetting the
23 criminal activity occurrence of the Data Incident, or who pleads *nolo*
24 *contendere* to any such charge.

25 3. **Settlement Fund:** The Settlement provides for a non-reversionary
26 common fund to be funded by Defendant in the amount of \$500,000.00, which
27 shall be deposited into the Escrow Account in the manner described in the
28 Agreement. The Settlement Fund will be used to pay all: (a) Valid Claims for Cash
Payments and Credit Monitoring; (b) Settlement Administration Costs; (c) any
Court-approved attorneys' fees and costs to Class Counsel, and any Court-

1 approved Service Award to the Class Representative; and (d) CAFA Notice. The
2 Settlement Fund will be created and funded subject to the terms of the Settlement.

3 4. **Settlement Class Findings:** The Court finds, for purposes of
4 settlement only, and without any adjudication on the merits, that the prerequisites
5 for certifying the Action as a class action under Fed. R. Civ. P. 23(a), 23(b)(2), and
6 23(b)(3) have been satisfied, and that the Court will likely certify at the Final
7 Approval Stage a Settlement Class.

8 5. As to Rule 23(a), the Court finds that: (a) the number of Settlement
9 Class Members is so numerous that joinder is impracticable; (b) there are questions
10 of law and fact common to the Settlement Class; (c) the claims of the proposed
11 Class Representatives are typical of the claims of the Settlement Class; and (d) the
12 proposed Class Representative and Class Counsel have and will fairly and
13 adequately represent the interests of the Settlement Class.

14 6. As to Rule 23(b)(3), the Court finds that questions of law and fact
15 common to the Settlement Class predominate over any questions affecting
16 individual members. Also, a class action is superior to other available methods for
17 fairly and efficiently adjudicating the Action taking into consideration: (i) the lack
18 of evidence of any intent among the Settlement Class Members to individually
19 control the prosecution of separate actions; (ii) the Parties are not aware of any
20 litigation concerning the controversy already begun by Settlement Class Members
21 other than the proposed Class Representative; (iii) the small value of the claims of
22 many of the individual Settlement Class Members making the pursuit of individual
23 actions cost prohibitive for most Settlement Class Members; and (iv) the similarity
24 of the Settlement Class Members' Claims involving substantially identical proofs.
25 See Fed. R. Civ. P. 23(b)(3).

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1 7. **Appointment of Class Representative and Class Counsel:** The
2 Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for
3 purposes of settlement only, Plaintiff is an adequate class representative and
4 appoints her as the Class Representative on behalf of the Settlement Class.

5 8. In appointing Class Counsel, Federal Rule of Civil Procedure 23(g)
6 requires the Court to consider (1) the work counsel have done in identifying or
7 investigating potential claims in the action, (2) counsel's experience in handling
8 class actions, other complex litigation, and the types of claims asserted in the
9 action, (3) counsel's knowledge of applicable law, and (4) the resources counsel
10 will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may
11 also consider any other matter pertinent to counsel's ability to represent the class.
12 Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their
13 law firms have expended a reasonable amount of time, effort, and expense
14 investigating the Data Incident. For purposes of the Settlement only, and pursuant
15 to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as
16 Class Counsel to act on behalf of the Settlement Class and the Class Representative
17 with respect to the Settlement: Kenneth Grunfeld of Kopelowitz Ostrow P.A. and
18 Kaleigh N. Boyd of Tousley Brain Stephens PLLC.

19 9. **Settlement Administrator:** The Court hereby approves Eisner
20 Advisory Group, LLC as the Settlement Administrator to supervise and administer
21 the Notice Program, as well as to administer the Agreement should the Court grant
22 Final Approval.

23 10. **Approval of Notice Program and Notices:** The Court approves, as
24 to form, content, and procedure, the Notice Program described in the Agreement,
25 including the Postcard Notice and Long Form Notice, substantially in the forms
26 attached as Exhibits to the Agreement. The Court finds that the Notice Program:
27 (a) is the best Notice practicable under the circumstances; (b) constitutes Notice
28 that is reasonably calculated, under the circumstances, to apprise Settlement Class

Members of the pendency of the Action, the terms of the Agreement, the effect of the proposed Agreement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Agreement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient Notice to all persons entitled to receive Notice of the proposed Agreement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Postcard Notice and Long Form Notice, respectively.

11. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Agreement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative benefits. Should the Court grant Final Approval of the Agreement, Settlement Class Members who do not opt out of the Agreement shall be bound by its terms even if they do not submit Claims.

12. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Agreement that are not materially inconsistent with this order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

13. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the

1 Settlement Administrator and be postmarked no later than the Opt-Out Deadline,
2 which is 30 days before the initial scheduled Final Approval Hearing. The opt-out
3 request must strictly comply with the requirements outlined in the Settlement
4 Agreement and the Long Form Notice.

5 14. Any Settlement Class Member who timely and validly opts-out from
6 the Settlement Class shall, provided the Court grants Final Approval: (a) be
7 excluded from the Settlement Class by Order of the Court; (b) not be a Settlement
8 Class Member; (c) not be bound by the terms of the Settlement; and (d) have no
9 right to the Settlement Benefits. Any Settlement Class Member who does not
10 timely and validly request to opt-out shall be bound by the terms of the Agreement.

11 15. **Objections to the Settlement:** The Notice shall also provide that any
12 Settlement Class Member who does not opt-out from the Settlement Class may
13 object to the Agreement and/or the Application for Attorneys' Fees, Costs, and
14 Service Award. Objections must be filed with the Court and mailed to the
15 Settlement Administrator, Class Counsel and Defendant's Counsel. Objections
16 must strictly comply with the requirements set forth in the Settlement Agreement
17 and the Long Form Notice. For an objection to be considered by the Court, the
18 objection must be submitted on behalf of a Settlement Class Member no later than
19 the Objection Deadline which is 30 days before the initial scheduled Final
20 Approval Hearing. When submitted by mail, an objection shall be deemed to have
21 been submitted when posted if received with a postmark date indicated on the
22 envelope if mailed first-class postage prepaid and addressed in accordance with the
23 instructions. If submitted by private courier (e.g., Federal Express), an objection
24 shall be deemed to have been submitted on the shipping date reflected on the
25 shipping label.

26 16. Class Counsel and/or Defendant's counsel may conduct limited
27 discovery on any objector or the objector's counsel, including the taking of
28 depositions and propounding document requests.

1 17. Any Settlement Class Member who does not make an objection in the
2 manner strictly provided herein shall be deemed to have waived the right to object
3 to any aspect of the Settlement and/or to the Application for Attorneys' Fees,
4 Costs, and Service Award and, if Final Judgment is entered, shall forever be barred
5 and foreclosed from raising such objections in this or any other proceeding and
6 from challenging or opposing, or seeking to reverse, vacate, or modify, the Final
7 Judgment or any aspect thereof.

8 18. All Settlement Class Members shall be bound by all determinations
9 and judgments in this Action concerning the Settlement, including, but not limited
10 to, the release provided for in the Agreement, whether favorable or unfavorable,
11 except those who timely and validly request exclusion from the Class. The
12 Settlement Class Members who timely and validly request exclusion from the
13 Settlement Class will be excluded from the Settlement Class, shall not have rights
14 under the Agreement, and shall not be bound by the Agreement or any Final
15 Approval Order as to Defendant in this Action.

16 19. **Motion for Final Approval and Application for Attorneys' Fees,**
17 **Costs, and Service Award:** Class Counsel intends to seek an award of up to one-
18 third of the Settlement Fund as attorneys' fees, as well as reimbursement of
19 reasonable litigation costs, and a Service Award for the Class Representative of
20 \$3,000.00 to be paid from the Settlement Fund. These amounts appear reasonable,
21 but the Court will defer ruling on those awards until the Final Approval Hearing
22 when considering Class Counsel's Application for Attorneys' Fees, Costs, and
23 Service Award.

24 20. Class Counsel shall file their Motion for Final Approval and
25 Application for Attorneys' Fees, Costs, and Service Award no later than 45 days
26 before the initial scheduled Final Approval Hearing. At the Final Approval
27 Hearing, the Court will hear argument in connection with Class Counsel's request
28 for attorneys' fees and costs and a Service Award for the Class Representative. In

1 the Court's discretion, the Court also will hear argument at the Final Approval
2 Hearing from any Settlement Class Members (or their counsel) who object to the
3 Agreement or to the Application for Attorneys' Fees, Costs, and Service Award,
4 provided the objector(s) submitted timely objections that meet all of the
5 requirements listed in the Agreement and in this order.

6 21. **Termination:** Settlement Class Counsel (on behalf of the Settlement
7 Class Members) and Defendant shall have the right to terminate this Agreement if:
8 (1) the Court refuses to grant preliminary approval of the Settlement in any
9 material respect; (2) the Court's refusal to enter the Final Approval Order and
10 Judgment in any material respect; (3) the Final Approval Order and Judgment is
11 modified or reversed in any material respect by any appellate or other court; or (4)
12 the Effective Date does not occur. Additionally, Defendant may, in its sole
13 discretion, void the Settlement Agreement if the number of opt-outs exceeds 50
14 Settlement Class Members. If the Agreement is terminated, not approved,
15 canceled, fails to become effective for any reason, or the Effective Date does not
16 occur, this order shall become null and void and shall be without prejudice to the
17 rights of Plaintiff, the Settlement Class Members, and Defendant, all of whom shall
18 be restored to their respective positions in the Action as provided in the
19 Agreement.

20 22. **Stay:** All pretrial proceedings in this Action are **stayed** and suspended
21 until further order of this Court, except such actions as may be necessary to
22 implement the Agreement and this Preliminary Approval Order.

23 23. **Continuing Litigation:** Upon the entry of this order, with the
24 exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class
25 Representative's implementation of the Agreement and the approval process in this
26 Action, all members of the Settlement Class shall be provisionally enjoined and
27 barred from asserting any claims or continuing any litigation, including in
28 arbitration, against Defendant and the Released Parties arising out of, relating to, or

in connection with the Released Claims prior to the Court’s decision as to whether to grant Final Approval of the Agreement.

24. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over these proceedings to ensure the effectuation thereof in accordance with the Agreement preliminarily approved herein and the related orders of this Court.

25. **Final Approval Hearing:** The Final Approval Hearing will be held on **July 9, 2026**, at **10:00 a.m.** in **Spokane**, Washington. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of final judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted on the Settlement Website.

26. **Schedule:** The Court hereby sets the following schedule of events:

Notice Program Begins	Within 30 days after entry of Preliminary Approval Order
Notice Program Complete	45 days before initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing date

Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Deadline to Submit Claim Forms	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	July 9, 2026, at 10:00 a.m. in Spokane, Washington.

IT IS SO ORDERED. The District Court Clerk is hereby directed to enter this Order, provide copies to counsel, and set case management deadlines accordingly.

DATED this 20th day of February 2026.



Stan Bastian
Stan Bastian
Chief United States District Judge