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Scott G. Weber, Clerk
Clark County

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK**

No. 25-2-02214-06

In Re Clark County Data Breach Litigation

~~[PROPOSED]~~ **PRELIMINARY
APPROVAL ORDER**

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. 10 (the “Motion”), the terms of which are set forth in a Settlement Agreement and Release between Plaintiffs James Reese, Jessica Hardwick, Melissa Parker, and Tanya Severson (“Plaintiffs”) and Defendant Clark County, Washington (“Clark” 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

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.

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

3 **Certification of the Settlement Class.**

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

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

14
15 [A]ll individuals residing in the United States whose private information was
16 potentially or actually impacted by the Data Security Incident, including all those
17 who were sent notice of the Data Security Incident.

18 Excluded from the Settlement Class are: All person who are directors or officers of Clark,
19 the Judge assigned to the Action, and that Judge's immediate family and Court staff.

20 **Settlement Class Representatives and Settlement Class Counsel.**

21 3. For settlement purposes only, the Court hereby approves the appointment of
22 Plaintiffs James Reese, Jessica Hardwick, Melissa Parker, and Tanya Severson as Settlement
23 Class Representatives.

24 4. For settlement purposes only, the Court hereby approves the appointment of the
25 M. Anderson Berry of Emery Reddy, PC as Class Counsel, and finds that they are competent and
26 capable of exercising the responsibilities of Class Counsel:

1 **Preliminary Settlement Approval.**

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

9 **Final Approval Hearing.**

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

20 **Claims Administration and Notice.**

21 7. The Court appoints Angeion Group LLC (“Angeion”) as the Claims
22 Administrator, with responsibility for class notice and settlement administration. The Claims
23 Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims
24 Administrator’s fees will be paid pursuant to the terms of the Settlement Agreement.

25 8. The Court approves, as to form, content, and distribution, the Notice plan and all
26 forms of Notice to the Settlement Classes as set forth in the Settlement Agreement and Claim

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

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

12
13 **Exclusion from Class.**

14 10. Any Settlement Class Member who wishes to be excluded from the Settlement
15 Classes must submit a valid and timely Request for Exclusion. Valid Settlement Class Member
16 Requests for Exclusion must (i) state a full name, current address, and telephone number; (ii)
17 contain the Settlement Class Member's signature; (iii) contain a clear statement communicating
18 that the Settlement Class Member elects to be excluded from the Settlement Classes, does not
19 wish to be a Settlement Class Member, and elects to be excluded from any judgement entered
20 pursuant to the Settlement; and (iv) be postmarked no later than sixty (60) days from the date the
21 Class Notice is issued (in the event the mailing is not postmarked, it will be deemed timely if
22 received within seven days of the Opt-Out Date). All persons falling within the definition of the
23 Settlement Classes who do not request to be excluded from the Settlement Classes in the manner
24 described in this Paragraph shall be bound by the terms of the Settlement Agreement. Class
25 Counsel will file a list of Settlement Class Members requesting exclusion with the Court. All
26

1 Persons who submit valid and timely requests to be excluded from the Settlement Classes shall
2 not receive any benefits of and/or be bound by the terms of the Settlement Agreement.

3 11. Defendant terminates the Settlement Agreement according to its terms, the Parties
4 shall return to their respective positions immediately prior to entering into the Settlement
5 Agreement and the Parties' settlement negotiations shall not be admissible in any legal
6 proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in
7 any manner.

8 **Right to Object.**

9 12. Any Settlement Class Member who objects to the settlement may appear in
10 person, at their own expense, at the Final Approval Hearing to present any relevant evidence or
11 argument. No Settlement Class Member will be heard and no papers submitted by any Settlement
12 Class Member will be considered unless, no later than sixty (60) days from the date the Class
13 Notice is issued, or any other date set by the Court, the Settlement Class Member mails to Class
14 Counsel and Defendant's counsel written objections that include: (i) the objector's full name and
15 address; (ii) the full case name and docket number; (iii) information identifying the objector as a
16 Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g.,
17 copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or
18 a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a
19 written statement of all grounds for the objection, accompanied by any legal support for the
20 objection the objector believes applicable; (v) the identity of any and all counsel representing the
21 objector in connection with the objection; (vi) a statement whether the objector and/or his or her
22 counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the
23 signature of the objector's duly authorized attorney or other duly authorized representative (if
24 any) representing him or her in connection with the objection. Should the objector wish to appear
25 at the Final Approval Hearing, they must so state, and must identify any documents or witnesses
26 the Settlement Class Member intends to call on their behalf. Any Settlement Class Member who

1 fails to object in this manner will be deemed to have waived and forfeited any and all rights they
2 may have to appear separately and/or object to the Settlement Agreement, and the Settlement
3 Class Member shall be bound by all the terms of the Settlement Agreement and by all
4 proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the
5 Settlement Agreement shall be through the provisions set forth in this Paragraph. Without
6 limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment Order
7 approving the Settlement Agreement, or the judgment to be entered upon final approval shall be
8 pursuant to appeal under the Washington Rules of Appellate Practice and not through a collateral
9 attack.

10 **Stay of Action.**

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

15 **Schedule and Deadlines.**

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

18 **SETTLEMENT TIMELINE**

19		
20	Defendant provides Class List to the Claims Administrator	+10 days from date of Preliminary Approval
21	Notice Commencement Date	+30 days from date of Preliminary Approval
22	Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+76 days from Preliminary Approval
23		
24	Opt-Out & Objection Deadline	+90 days from Preliminary Approval
25	Claims Administrator Provide List of Objections/Exclusions to Counsel	+93 days from Preliminary Approval
26	Claims Deadline	+120 days from Preliminary Approval

1	Motion for Final Approval	-28 days before Final Approval Hearing Date
2	<u>Final Approval Hearing</u>	+125 days from Preliminary Approval (at least)

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4 **The Final Approval Hearing will take place on September 30, 2026 at 1:30pm.**

5

6 **IT IS SO ORDERED.**

7 Dated: _____, 2026

Honorable
 Camara L.J.
 Banfield

Digitally signed by
 Honorable Camara
 L.J. Banfield
 Date: 2026.05.27
 12:05:49 -07'00'

Honorable Camara L. Banfield

1 Presented by:

2 By: /s/ M. Anderson Berry

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