

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

*In re Laboratory Services Cooperative Data
Breach Litigation*

Case No. 2:25-cv-00685-BJR

**ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

This matter is before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiffs Keefe John and Tori McMillan (“Plaintiffs”), individually, and on behalf of the proposed Settlement Class, and Defendant Laboratory Services Cooperative (“Defendant” or “LSC”), have entered into a Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action¹ against Defendant should the Court grant Final Approval of the Settlement.

¹ The capitalized terms herein have the same meanings as those defined in the Settlement Agreement, attached to the Motion for Preliminary Approval as Exhibit A.

1 In their Motion, Plaintiffs request entry of an order to: (1) conditionally certify the
 2 Settlement Class; (2) appoint the Plaintiffs Keefe John and Tori McMillan as Class
 3 Representatives; (3) appoint Thomas E. Loeser of Cotchett, Pitre & McCarthy, LLP and Cecily
 4 C. Jordan of Tousley Brain Stephens PLLC as Settlement Class Counsel; (4) preliminarily
 5 approve the Settlement; (5) approve the Notice Program; (6) approve the Claim Form and Claims
 6 Process; (7) order the Settlement's opt-out and objection procedures; (8) appoint Angeion Group
 7 LLC as the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval
 8 of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or
 9 continuing in any litigation or asserting any claims against Defendant and the Released Parties
 10 arising out of, relating to, or in connection with the Released Claims prior to the Court's decision
 11 to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;
 12 and

13 WHEREAS, the Court, having reviewed the Motion for Preliminary Approval, along with
 14 the Settlement Agreement and its exhibits, finds that substantial and efficient grounds exist for
 15 entering this Preliminary Approval Order granting the relief requested:

16 **IT IS HEREBY ORDERED:**

17 1. **Jurisdiction.** The Court has jurisdiction over the Parties, the subject matter of the
 18 dispute, and all Settlement Class Members.

19 2. **Preliminary Certification of Settlement Class:** Pursuant to Federal Rules of
 20 Civil Procedure Rules 23(a), 23(b)(2) and 23(b)(3), and for purposes of settlement only, the
 21 Action is hereby preliminarily certified as a class action on behalf of the following Settlement
 22 Class:

23 All U.S. residents whose Personal Information was potentially compromised as a
 24 result of the Data Incident which Defendant became aware of on or about October
 25 27, 2024.
 26

1 Excluded from the Settlement Class are (1) the judge presiding over the Litigation and the
2 Judge's direct family members, and court personnel working on this matter and their direct family
3 members, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any
4 entity in which the Defendant or Defendant's parent companies have a controlling interest and
5 their current or former officers and directors, and (3) Settlement Class Members who submit a
6 valid Request for Exclusion prior to the Opt-Out Deadline.

7 3. **Preliminary Settlement Class Findings:** The Court finds, for purposes of
8 settlement only, and without any adjudication on the merits, that the prerequisites for certifying
9 the Action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3)
10 have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement
11 Class.

12 As to Rule 23(a), the Court finds that, for purposes of settlement only: (a) the number of
13 Settlement Class members is so numerous that joinder is impracticable; (b) there are questions
14 of law and fact common to the Settlement Class; (c) the claims of the proposed Class
15 Representatives are typical of the claims of the Settlement Class; and (d) the proposed Class
16 Representatives and Class Counsel have and will fairly and adequately represent the interests of
17 the Settlement Class.

18 As to Rule 23(b)(3), the Court finds that, for purposes of settlement only, questions of
19 law and fact common to the Settlement Class predominate over any questions affecting individual
20 members. Also, a class action is superior to other available methods for fairly and efficiently
21 adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among
22 the Settlement Class members to individually control the prosecution of separate actions; (ii) the
23 Parties are not aware of any litigation concerning the controversy already begun by Settlement
24 Class members other than the proposed Class Representatives; (iii) the small value of the claims
25 of many of the individual Settlement Class members making the pursuit of individual actions
26

1 cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement
2 Class members' claims involving substantially identical proofs. See Fed. R. Civ. P. 23(b)(3).

3 4. **Appointment of Class Representatives:** The Court hereby finds and concludes
4 pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs Keefe
5 John and Tori McMillan are adequate class representatives and appoints them as the Class
6 Representatives on behalf of the Settlement Class.

7 5. **Appointment of Class Counsel:** For purposes of the Settlement only, and
8 pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints Thomas E. Loeser of
9 Cotchett, Pitre & McCarthy, LLP and Cecily C. Jordan of Tousley Brain Stephens PLLC as Class
10 Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to
11 the Settlement. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the
12 Court to consider (1) the work counsel have done in identifying or investigating potential claims
13 in the action, (2) counsel's experience in handling class actions, other complex litigation, and the
14 types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the
15 resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court
16 may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R.
17 Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have
18 expended a considerable amount of time, effort, and expense investigating the Data Incident. It
19 is clear from their track records of success, as outlined in their resumes, that Class Counsel are
20 highly skilled and knowledgeable concerning class action practice.

21 6. **Preliminary Approval of the Settlement:** The Court finds the proposed
22 Settlement is fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules
23 of Civil Procedure, pending a final hearing on the Settlement as provided herein. The Court
24 further finds that the Settlement was negotiated at arm's length by informed and experienced
25 counsel, who were overseen by an experienced and impartial mediator. The relief provided to the
26 Settlement Class under the Settlement is adequate. There would be substantial costs, risks and

1 delay associated with proceeding to trial and potential appeal. The method proposed for
 2 distributing relief to the Settlement Class and processing claims is adequate and effective.
 3 Finally, the Court finds that the proposed Settlement treats Settlement Class Members equitably
 4 relative to each other. The Settlement meets the criteria for approval, and warrants issuance of
 5 notice to the Settlement Class. Accordingly, the Court preliminarily approves the terms of the
 6 Settlement Agreement.

7 7. **Settlement Fund:** The Settlement provides for a non-reversionary \$6,100,00.00
 8 Settlement Fund that Defendant shall pay or cause to be paid in the manner described in the
 9 Settlement Agreement. The Settlement Fund will be used to pay documented Out-of-Pocket
 10 Losses to Settlement Class Members, *pro-rata* cash fund payments to Settlement Class Members,
 11 Credit Monitoring and Medical Shield services for Settlement Class Members, Notice and
 12 Administrative Expenses, any Court-approved attorneys' fees and costs to Class Counsel, and
 13 any Court-approved Service Awards to the Class Representatives. The Settlement Fund will be
 14 created and funded subject to the terms of the Settlement Agreement.

15 8. **Settlement Administrator:** The Court hereby approves Angeion Group, LLC as
 16 the Settlement Administrator to supervise and administer the Notice Program, as well as to
 17 administer the Agreement should the Court grant Final Approval.

18 9. **Approval of Notice Program and Notices:** The Court approves, as to form,
 19 content, and procedure, the Notice Program described in the Agreement substantially in the forms
 20 attached as Exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best
 21 notice practicable under the circumstances given the substantial privacy concerns of the
 22 Settlement Class Members; (b) constitutes notice that is reasonably calculated, under the
 23 circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of
 24 the Agreement, the effect of the proposed Agreement (including the Releases contained therein),
 25 and their right to opt-out of or to object to the proposed Agreement and appear at the Final
 26 Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to

1 receive notice of the proposed Agreement; and (d) satisfies the requirements of Federal Rule of
 2 Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules.
 3 The date and time of the Final Approval Hearing shall be posted on the Settlement Website and
 4 included in the Employee Notice and Long Form Notice, respectively.

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

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

17 12. **Opt-Outs from the Settlement Class:** The Notices shall provide that any
 18 member of the Settlement Class who wishes to opt-out from the Settlement Class must request
 19 exclusion in writing within the time and manner set forth in the Notices. The Notices shall
 20 provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no
 21 later than the Opt-Out Deadline which is 60 days after the Notice Deadline. The opt-out request
 22 must strictly comply with the requirements outlined in the Settlement Agreement and the Long
 23 Form Notice.

24 Any Settlement Class member who timely and validly opts-out from the Settlement Class
 25 shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by
 26 Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the

1 Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class
 2 member who does not timely and validly request to opt-out shall be bound by the terms of the
 3 Agreement.

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

11 13. **Objections to the Settlement:** The Notices shall also provide that any Settlement
 12 Class Member who does not opt-out from the Settlement Class may object to the Agreement
 13 and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must strictly
 14 comply with the requirements set forth in the Settlement Agreement and the Long Form Notice.
 15 For an objection to be considered by the Court, the objection must be submitted on behalf of a
 16 Settlement Class Member no later than the Objection Deadline which is 60 days after the Notice
 17 Deadline. For an objection to be a valid objection under the Settlement, it must be in writing,
 18 submitted to the Settlement Administrator by mailing to the Settlement Administrator, filed or
 19 postmarked by the Objection Deadline, and must include or substantially comply with the
 20 following: (a) the name of the proceeding, (b) the Settlement Class Member's full name, current
 21 mailing address, email address, and telephone number, (c) a statement of the specific grounds for
 22 the objection, as well as any documents supporting the objection, (d) the identity of any attorneys
 23 representing the objector, (e) a statement regarding whether the Settlement Class Member (or
 24 his/her attorney) intends to appear at the Final Approval Hearing, (f) a statement identifying all
 25 class action settlements objected to by the Settlement Class Member in the previous five (5)
 26 years, and (g) the signature of the Settlement Class Member. Each objection may only be made

on behalf of a single Settlement Class Member; objections that purport to apply to more than one Settlement Class Member are invalid. Any Settlement Class Member who does not make an objection in the manner strictly provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

14. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and a Service Award for the Class Representatives of \$2,500.00 each to be paid from the Settlement Fund. The Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

Class Counsel shall file their Motion for Final Approval no later than 35 days before the Final Approval Hearing and their Application for Attorneys' Fees, Costs, and Service Awards no later than 25 days after the Notice Deadline. At the Final Approval Hearing, the Court will hear argument in connection with Class Counsel's request for attorneys' fees and costs and a Service Award for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Agreement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Agreement and in this order.

15. **Termination:** If the Agreement is terminated, not finally approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Defendant, all of whom shall be restored to their respective positions in the

1 Action as provided in the Agreement. In such event, the Settlement shall become null and void
2 and be of no further force and effect, and neither the Settlement (including any Settlement-related
3 filings) nor the Court's orders, including this Order, relating to the Settlement shall be construed
4 or used as an admission, concession, or declaration by or against Defendant of any fault,
5 wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or
6 declaration by or against any Settlement Class Representatives or any other Settlement Class
7 Member that its claims lack merit or that the relief requested is inappropriate, improper, and
8 unavailable; and shall not constitute a waiver by any party of any defense (including, without
9 limitation, any defense to class certification) or claims it may have in this Litigation or in any
10 other lawsuit.

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

14 17. **Continuing Litigation:** Upon the entry of this order, with the exception of Class
15 Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation
16 of the Agreement and the approval process in this Action, all members of the Settlement Class
17 shall be provisionally enjoined and barred from asserting any claims or continuing any litigation,
18 including in arbitration, against Defendant and the Released Parties arising out of, relating to, or
19 in connection with the Released Claims prior to the Court's decision as to whether to grant Final
20 Approval of the Agreement.

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

25 19. **CAFA Notice:** Prior to the Final Approval Hearing, Class Counsel and Defendant
26 shall cause to be filed with the Court an appropriate affidavit or declaration with respect to

1 complying with the provision of notice pursuant to the Class Action Fairness Act, 28 U.S.C.
2 § 1715(b).

3 20. **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The
4 Final Approval Hearing will be conducted for the following purposes: (a) to determine whether
5 the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair,
6 reasonable, and adequate, and should be approved by the Court; (b) to determine whether an
7 order of final judgment should be entered dismissing the Action on the merits and with prejudice;
8 (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund
9 is fair and reasonable and should be approved; (d) to determine whether any requested award of
10 attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives
11 should be approved; and (e) to consider any other matters that may properly be brought before
12 the Court in connection with the Settlement. The Court may elect to hold the Final Approval
13 Hearing virtually by Zoom or some other application, and if it does, the instructions on how to
14 attend shall be posted on the Settlement Website.

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

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of both this Order and the Stipulated Protective Order
Long Form Notices will be posted to the Settlement Website	30 days after entry of both this Order and the Stipulated Protective Order
Notice Deadline	30 days after entry of both this Order and the Stipulated Protective Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	25 days after to the Notice Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Deadline
Claims Deadlines	90 days after the Notice Deadline

Motion for Final Approval	35 days prior to the Final Fairness Hearing
Final Approval Hearing	At the Court's convenience at least 150 days after entry of this Order

22. **Extension of Deadlines:** Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

IT IS SO ORDERED this 27th day of July 2026.



THE HONORABLE BARABARA J. ROTHSTEIN
U.S. DISTRICT COURT JUDGE

1 Presented By:

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