

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

Jul 10, 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, d/b/a
WHITMAN HOSPITAL & MEDICAL
CENTER,

Defendant.

No. 2:25-CV-00246-SAB

**ORDER GRANTING MOTION
FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
ATTORNEYS' FEES, COSTS,
AND SERVICE AWARD**

Before the Court are Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, ECF No. 27, and Unopposed Motion for Attorneys' Fees, Costs, and Service Award, ECF No. 28. Plaintiff is represented by Kaleigh N. Boyd and Kenneth J. Grunfeld. Defendant is represented by Casie D. Collignon and Logan F. Peppin. A hearing on the Motions was held on July 9, 2026, over videoconference.

The parties request the Court enter an Order (1) granting final approval of the Class Action Settlement and (2) attorneys' fees, costs, and service award in the amounts agreed upon by the parties. Following the Court's preliminary approval of the class action settlement agreement, the parties notified 57, 631 class members.

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AWARD * 1**

1 No class members objected, and one class member opted out. Upon review of the
2 final Settlement Agreement, the Court finds the Settlement Agreement to be fair,
3 reasonable, and adequate, and there is good cause to grant the Motions.

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

5 1. Plaintiff's Unopposed Motion for Final Approval of Class Action
6 Settlement, ECF No. 27, and Unopposed Motion for Attorneys' Fees, Costs, and
7 Service Award, ECF No. 28, are **GRANTED**.

8 2. This Final Approval Order incorporates the definitions in Section II of
9 the Settlement Agreement and all capitalized terms used in this Order have the
10 same meanings.

11 3. The Notice provided to the Settlement Class in accordance with the
12 Notice Program as defined in the Agreement and Preliminary Approval Order was
13 the best notice practicable under the circumstances and constituted due and
14 sufficient notice of the proceedings and matters set forth therein to all persons
15 entitled to notice. The Notice and Notice Program fully satisfied the requirements
16 of due process, Fed. R. Civ. P. 23, and all other applicable laws and rules. The
17 Claims Process is fair, and the Claim Form is easily understandable.

18 4. Defendant has fully complied with the provisions of the Class Action
19 Fairness Act, 28 U.S.C. § 1715(b).

20 5. The terms of the Settlement are fair, adequate, and reasonable to the
21 Settlement Class.

22 6. One individual has opted out of the Settlement (Claim ID XZS-
23 1517132). This individual will not be bound by the Agreement or the Releases
24 contained therein.

25 7. Based on the information presented to the Court, the Claims Process
26 has proceeded consistent with the Agreement and Preliminary Approval Order. All
27 Settlement Class Members who submitted Valid Claims shall receive their
28 Settlement Benefits pursuant to the Settlement's terms. All Settlement Class

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1 Members who did not submit a Claim, or for whom the Claim is determined to be
2 invalid, shall still be bound by the terms of the Settlement and Releases therein.

3 8. The distribution plan for the distribution of Settlement Benefits
4 proposed by the Parties in the Agreement is fair, reasonable, and adequate.

5 9. The Class Representative and Class Counsel have fairly and
6 adequately represented and will continue to adequately represent and protect the
7 interests of Settlement Class Members in connection with the Settlement and have
8 satisfied the requirements of Rule 23.

9 10. Because the Court grants Final Approval of the Settlement set forth in
10 the Agreement as fair, reasonable, and adequate, the Court authorizes and directs
11 implementation of all terms and provisions of the Settlement.

12 11. All Parties to this Action, including all Settlement Class Members, are
13 bound by the Settlement as set forth in the Agreement and this Order.

14 12. The Court reaffirms the appointment of the Class Representative,
15 Class Counsel, and the Settlement Administrator.

16 13. The Court affirms its findings that the Settlement Class meets the
17 relevant requirements of Fed R. Civ. P. 23(a) and (b)(3) for only the purposes of
18 the Settlement in that: (1) the number of members of the Settlement Class is so
19 numerous that joinder is impracticable; (2) there are questions of law and fact
20 common to the members of the Settlement Class; (3) the claims of the Plaintiff are
21 typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an
22 adequate representative for the Settlement Class, and has retained experienced and
23 adequate Class Counsel; (5) the questions of law and fact common to the members
24 of the Settlement Class predominate over any questions affecting any individual
25 members of the Settlement Class; and (6) a class action is superior to the other
26 available methods for the fair and efficient adjudication of the controversy. In
27 finding the Settlement fair, reasonable, and adequate, the Court has also considered
28 that there were no objections to the Settlement, and only one opt-out, indicating an

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1 overwhelmingly positive reaction from the Settlement Class, and the opinion of
2 competent counsel concerning such matters.

3 14. Therefore, the Court finally certifies the following Settlement Class:
4 All living individuals residing in the United States whose Private Information was
5 impacted by the Data Incident.

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

14 16. Judgment shall be entered dismissing the Action with prejudice, on
15 the merits.

16 17. As of the Effective Date, and in exchange for the relief described in
17 the Agreement, the Releasing Parties release the Released Parties with respect to
18 the Released Claims pursuant to the terms of the Agreement.

19 18. In the event there are funds remaining from uncashed checks in the
20 Settlement Fund 20 days following the 120-day check negotiation period, all
21 remaining funds shall be distributed to a *cy pres* recipient to be agreed upon by the
22 Parties and thereafter approved by the Court.

23 19. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel is
24 awarded \$166,666.67 for attorneys' fees and \$634.62 for costs. These payments
25 shall be made out of the Settlement Fund in accordance with the Agreement.

26 20. The Class Representative shall be awarded a Service Award in the
27 amount of \$3,000.00. The Service Award shall be payable out of the Settlement
28 Fund in accordance with the Agreement.

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1 21. Plaintiff and all Settlement Class Members and Releasing Parties, and
2 persons purporting to act on their behalf, are permanently enjoined from
3 commencing or prosecuting (either directly, representatively, or in any other
4 capacity) any of the Released Claims against any of the Released Parties in any
5 action or proceeding in any court, arbitration forum, or tribunal.

6 22. The Court hereby retains and reserves jurisdiction over: (1)
7 implementation of this Settlement and any distributions to the Settlement Class
8 Members; (2) the Action, until the Effective Date, and until each and every act
9 agreed to be performed by the Parties shall have been performed pursuant to the
10 terms of the Agreement, including the exhibits appended thereto; and (3) all
11 Parties, for the purposes of enforcing and administering the Settlement.

12 23. In the event the Effective Date of the Settlement does not occur, the
13 Settlement shall be rendered null and void to the extent provided by and in
14 accordance with the Agreement, and this Order and any other order entered by this
15 Court in accordance with the terms of the Agreement shall be vacated, *nunc pro*
16 *tunc*. In such event, all orders entered and releases delivered in connection with the
17 Settlement shall be null and void and have no further force and effect, shall not be
18 used or referred to for any purpose whatsoever, and shall not be admissible or
19 discoverable in any proceeding. The Action shall return to its status immediately
20 prior to the execution of the Agreement.

21 24. The Settlement's terms shall be forever binding on, and shall have *res*
22 *judicata* and preclusive effect in, all pending and future lawsuits or other
23 proceedings as to Released Claims (and other prohibitions set forth in this Final
24 Approval Order) that are brought, initiated, or maintained by, or on behalf of, any
25 Settlement Class Member who has not opted out or any other person subject to the
26 provisions of this Final Approval Order.

27 25. This Final Approval Order, the Settlement, and all acts, statements,
28 documents, and proceedings related to the Settlement are not, and shall not be

1 construed as, used as, or deemed to be evidence of, an admission by or against
2 Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing,
3 any violation of law, or any liability of any kind on the part of Defendant or of the
4 validity or certifiability as a class for litigation of any claims that have been, or
5 could have been, asserted in the Action.

6 26. There being no just reason for delay, the Clerk of Court is hereby
7 directed to enter final judgment forthwith pursuant to Fed. R. Civ. P. 58.

8 **IT IS SO ORDERED.** The Clerk of Court is directed to enter this Order,
9 provide copies to counsel, enter judgment dismissing the Action with prejudice,
10 and **close** the file.

11 **DATED** this 10th day of July 2026.



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16 Stan Bastian
17 Chief United States District Judge
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