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

RICHARD EASTER and TRISTEN STAR,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SOUND GENERATIONS,

Defendant.

No. 21-2-16953-4 SEA

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
DIRECTING NOTICE OF PROPOSED
SETTLEMENT**

The Court, having considered Plaintiffs' Assented to Motion for Preliminary Approval of the Class Action Settlement ("Motion for Preliminary Approval"), the supporting Memorandum, the Parties' Settlement Agreement, the proposed Summary Notice, Long-Form Notice, and Claim Form, and being otherwise fully advised in the premises, finds and orders as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

1 2. The Court has jurisdiction over the claims at issue in this Action, Plaintiffs Richard
2 Easter and Tristen Star (“Plaintiffs”), individually and on behalf of all others similarly situated (the
3 “Settlement Class”), and Defendant Sound Generations (“Sound Generations” and together with
4 Plaintiffs, the “Parties”).

5 3. The Court finds that the Parties’ Settlement Agreement is fair, reasonable, and
6 adequate and is within the range of possible approval, and was entered into after extensive, arm’s-
7 length negotiations, such that it is hereby preliminarily approved, and that notice of the Settlement
8 should be provided to the Settlement Class members.

9 4. Pending the Final Approval Hearing, all proceedings in the Action, other than
10 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
11 Order, are hereby stayed.

12 ***Procedural Posture and History of Negotiations***

13 5. This is a putative class action brought by Plaintiffs arising out of a data security
14 incident in which Plaintiffs allege that cyberattacks occurred on July 18, 2021 and September 18,
15 2021, and that the attacks may have resulted in cyber-criminals accessing the PII/PHI of the
16 Settlement Class members (the “Incident”).

17 6. Plaintiffs allege in their Complaint the following counts: negligence; negligence
18 per se; breach of fiduciary duty; breach of implied contract; unjust enrichment; and violation of
19 the Washington Consumer Protection Act.

20 7. The parties eventually decided to mediate the Action. On June 6, 2022, the Parties
21 participated in a full-day mediation with the Honorable Morton Denlow (Ret.) of JAMS. This
22 mediation did not result in a settlement. However, the Parties continued to engage in arm’s length
23 negotiations until they were able to reach an agreement in principle. Thereafter, the Parties
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1 negotiated the details of the Settlement Agreement and its exhibits. The Settlement Agreement
2 was finalized and executed on December 22, 2022.

3 ***Settlement Benefits***

4 8. Settlement Class members may qualify and submit a Claim Form for the following
5 settlement benefits:
6

- 7 a. Lost Time Payments: All Settlement Class members who submit a valid
8 Documented Economic Loss Payment Claim are eligible to also submit a Claim to
9 recover compensation for up to 2 hours of lost time at a rate of \$25.00 per hour, for
10 a maximum of \$50.00, for time spent monitoring bank accounts, checking credit
11 reports, and otherwise attempting to mitigate and prevent fraud or to remedy actual
12 fraud of identity theft as a result of the Incident;
13
- 14 b. Credit Monitoring Services: All Settlement Class members who submit a valid
15 Claim are eligible to receive Credit Monitoring Services. Sound Generations agrees
16 to offer two (2) years of one bureau credit monitoring and identity theft insurance;
17
- 18 c. Documented Economic Loss Payment: All Settlement Class members may submit
19 a Claim Form for payment of up to \$130.00 per Settlement Class member as
20 compensation for documented unreimbursed economic losses resulting from the
21 Incident that occurred between July 18, 2021 and the Claims Deadline, including
22 but not limited to: (i) cost to obtain credit reports; (ii) fees related to credit freezes;
23 (iii) card replacement fees; (iv) late fees; (v) overlimit fees; (vi) interest on payday
24 loans taken as a direct result of the Incident; (vii) other bank or credit card fees;
25 (viii) postage, mileage, and other incidental expenses resulting from lack of access
26 to an existing account; (ix) costs associated with credit monitoring or identity theft

1 insurance if purchased as a result of the Incident; and (x) fraudulent charges or
2 transactions.

3 d. Alternative Cash Payment: In the alternative to the payments outlined above, any
4 Settlement Class member (excluding Social Security Number Class Members) may
5 submit a Claim to receive a pro-rated cash Settlement Payment in the amount of
6 twenty-five dollars (\$25.00), subject to an aggregate cap of \$200,000.00.

7
8 e. SSN Cash Payment: Social Security Number Class Members may also submit a
9 claim for an SSN Cash Payment in order to receive a pro rata share of the
10 \$100,000.00 provided by the Settlement for same.

11 9. Settlement Class members may file a claim to receive any combination of the three
12 following benefits: 1) Lost Time Payment, 2) Credit Monitoring Services, and 3) Documented
13 Economic Loss Payments, **OR** Settlement Class members may file a claim to receive an Alternate
14 Cash Payment.

15
16 10. Social Security Number Class Members may file a claim to receive: 1) Lost Time
17 Payment, 2) Credit Monitoring Services, 3) Documented Economic Loss Payment, **AND** 4) an
18 SSN Cash Payment. Social Security Number Class Members may not file a claim to receive an
19 Alternative Cash Payment.

20
21 **CLASS CERTIFICATION**

22 11. For the purposes of settlement only, and pursuant to Civil Rule 23 (“CR 23”), the
23 Court provisionally certifies the Settlement Class, defined as follows: “all natural Persons who are
24 residents of the United States whose Personal Information was potentially compromised in the
25 Incident, including those to whom Sound Generations sent notification that their Personal
26 Information may have been compromised in the Incident.”

1 12. The Court provisionally finds, pursuant to CR 23, that, for purposes of this
2 settlement only: (a) the Settlement Class is so numerous that joinder of all Settlement Class
3 members is impracticable; (b) there are questions of law and fact common to the Settlement Class;
4 (c) the Class Representatives' claims are typical of the Settlement Class's claims; (d) the Class
5 Representatives will fairly and adequately protect the Settlement Class's interests; and (e)
6 questions of law or fact in this Action predominate over any questions affecting only individual
7 members of the Settlement Class, and that a class action is superior to other available methods for
8 the fair and efficient adjudication of the controversy.
9

10 **SETTLEMENT CLASS COUNSEL AND THE CLASS REPRESENTATIVES**

11 13. Plaintiffs Richard Easter and Tristen Star are hereby provisionally designated and
12 appointed as the Class Representatives. The Court provisionally finds that the Class
13 Representatives are similarly situated to absent Settlement Class members, and are typical of the
14 Settlement Class, and, therefore, they will be adequate Class Representatives.
15

16 14. The Court finds that Ben Barnow and Anthony L. Parkhill of Barnow and
17 Associates, P.C. and Andrew W. Ferich of Ahdoot & Wolfson PC are experienced and adequate
18 counsel and are provisionally designated as Class Counsel.
19

20 **NOTICE TO SETTLEMENT CLASS**

21 15. The forms of the Claim Form, Long Form Notice, and Summary Notice attached
22 as **Exhibits A, D, and F**, respectively, to the Settlement Agreement (the "Notice"), are
23 constitutionally adequate, and are hereby approved. The Notice contains all essential elements
24 required to satisfy Washington requirements and Due Process. The Court further finds that the
25 form, content, and method of providing notice to the Settlement Class, as described in the
26 Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to

1 the Settlement Class; (b) are reasonably calculated to apprise Settlement Class members of the
2 pendency of the action, the terms of the Settlement, their rights under the Settlement, including,
3 but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are
4 reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members.
5 The Parties, by agreement, may revise the Notice in ways that are appropriate to update the Notice
6 for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient
7 electronic presentation and mailing.
8

9 16. The Notice Program set forth in the Settlement Agreement satisfies CR 23, provides
10 the best notice practicable under the circumstances and adequately notifies Settlement Class
11 Members of their rights, and is hereby approved.
12

13 17. The Settlement Administrator is directed to carry out the Notice Program as set
14 forth in the Settlement Agreement.
15

16 18. Within thirty-five (35) days after entry of this Order (the "Notice Date"), the
17 Settlement Administrator shall e-mail or mail the Summary Notice to all Settlement Class
18 members in the manner set forth in the Settlement Agreement. Contemporaneously with the
19 mailing, the Settlement Administrator shall cause copies of the Settlement Agreement, Summary
20 Notice, Long-Form Notice, and Claim Form, in forms available for download, to be posted on a
21 website developed for the Settlement ("Settlement Website").
22

CLAIMS, OPT-OUTS, AND OBJECTIONS

23 19. The timing of the claims process is structured to ensure that all Settlement Class
24 members have adequate time to review the terms of the Settlement Agreement, make a claim, or
25 decide whether they would like to object.
26

1 20. Settlement Class members will have ninety (90) days after the Notice Date to
2 complete and submit a claim to the Settlement Administrator.

3 21. Settlement Class members have the right and ability to exclude themselves from
4 the Settlement Class. In order to validly be excluded from the Settlement, the Settlement Class
5 member must send a letter to the Claims Administrator no later than forty-five (45) days after the
6 Notice Date, stating he or she wants to be excluded from the Settlement in either this Action, and
7 include his or her name, address, and signature. If the opt-out is untimely or otherwise fails to
8 comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.
9 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement
10 Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.

11 22. Settlement Class members who comply with the requirements of this paragraph
12 may object to the Settlement. A Settlement Class member who seeks to object to the Settlement
13 must clearly: (a) identify the case name and number; (b) state the Class Member's full name,
14 current mailing address, and telephone number; (c) contain a signed statement by the Class
15 Member that he or she believes he or she is a member of the Settlement Class and all information
16 identifying the objector as a Class Member; (d) identify the specific grounds for the objection,
17 accompanied by any legal support the objector wishes to submit; (e) state whether the objection
18 applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (f)
19 include all documents or writings that the Class Member desires the Court to consider; (g) contain
20 a statement regarding whether the Class Member (or counsel of his or her choosing) intends to
21 appear at the Final Approval Hearing; (h) identify all of the objector's lawyers (if any) who will
22 appear at the Final Approval Hearing; (i) list all persons who will be called to testify at the Final
23 Approval Hearing in support of the objection; (k) be filed or postmarked on or before the Objection
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1 Deadline, as set forth above; and (l) contain the objector's signature. In addition to the foregoing,
2 objections should also provide the following information: (a) a list, by case name, court, and docket
3 number, of all other cases in which the objector (directly or through a lawyer) has filed an objection
4 to any proposed class action settlement within the last three (3) years; and (b) a list, by case
5 number, court, and docket number, of all other cases in which the objector has been a named
6 plaintiff in any class action or served as a lead plaintiff or class representative.
7

8 23. To be timely, Objections must be filed with the Court and served on Class Counsel
9 and Defendant's Counsel no later than forty-five (45) days after the Notice Date (the "Objection
10 Deadline").

11 24. Class Counsel and Defendant's Counsel may, but need not, respond to the
12 Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.
13

14 25. An objecting Settlement Class member has the right, but is not required, to attend
15 the Final Approval Hearing. If an objecting Settlement Class member intends to appear at the Final
16 Approval Hearing, either with or without counsel, he or she must also file a notice of appearance
17 with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the
18 Objection Deadline.

19 26. Any Settlement Class member who fails to timely file and serve an Objection and
20 notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or
21 through counsel pursuant to the Settlement Agreement, as detailed in the Long-Form Notice, and
22 otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement
23 at the Final Approval Hearing. Any challenge to the Settlement Agreement shall be pursuant to
24 appeal and not through a collateral attack.
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1 **FINAL APPROVAL HEARING**

2 33. A Final Approval Hearing shall be held not less than 120 days following the entry
3 of this Order, *to wit*, on July 14, 2023 at 10:00 a.m., at the King County Superior
4 Court, Courtroom E-133, located at 516 Third Avenue, Seattle, WA 98104, to be noticed on the
5 Settlement Website.
6

7 34. The Court may require or allow the Parties and any objectors to appear at the Final
8 Approval Hearing by telephone or videoconference.

9 35. At the Final Approval Hearing, the Court will determine whether: (1) this Action
10 should be finally certified as a class action for settlement purposes pursuant to the CR 23; (2) the
11 Settlement should be finally approved as fair, reasonable, and adequate; (3) Class Counsel's
12 application for attorneys' fees, costs, and expenses should be approved; (4) the Class
13 Representatives' requests for service awards should be approved; (5) the Parties, their respective
14 attorneys, and the Settlement Administrator should consummate the Settlement in accordance with
15 the terms of the Settlement Agreement; (6) Settlement Class members should be bound by the
16 Releases set forth in the Settlement Agreement; and (7) the Action should be dismissed with
17 prejudice pursuant to the terms of the Settlement Agreement.
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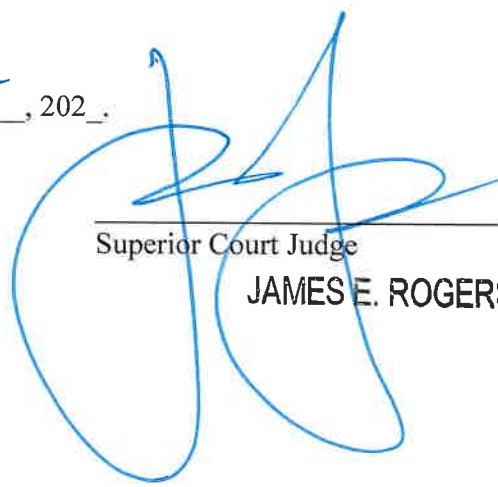
19 36. Plaintiffs' application for attorneys' fees, costs, expenses, and service awards and
20 all supporting papers shall be filed with the Court no later than fourteen (14) days prior to the
21 Objection Deadline.
22

23 37. Plaintiffs' Motion for Final Approval of the Class Action Settlement and all
24 supporting papers shall be filed with the Court no later than fourteen (14) days prior to the Final
25 Approval Hearing.
26

Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	At least 120 Days after the entry of this Order

41. 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 detail 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.

ORDERED this 8 day of March, 2021.



Superior Court Judge
JAMES E. ROGERS