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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KING**

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

11 Plaintiffs,

12 v.

13 SOUND GENERATIONS,

14 Defendant.

Case No. 21-2-16953-4 SEA

~~[PROPOSED]~~ ORDER GRANTING 
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

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16 This matter coming to be heard on Plaintiffs' Unopposed Motion for Final Approval of
17 Class Action Settlement (the "Motion"), due and adequate notice having been given to the
18 Settlement Class, and the Court having considered the papers filed and proceedings in this matter,
19 and being fully advised in the premises,

20 IT IS HEREBY ORDERED:

21 1. Capitalized terms used in this Order that are not otherwise defined herein have the
22 same meaning assigned to them in the Settlement Agreement.

23 2. This Court has jurisdiction over the subject matter of the Action and personal
24 jurisdiction over all parties to the Action, including all Settlement Class Members.

25 3. This Court preliminarily approved the Settlement Agreement by Preliminary
26 Approval Order dated March 8, 2023, and the Court finds that adequate notice was given to all
members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

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1 4. The Court has read and considered the papers filed in support of this Motion for
2 Final Approval, including the Settlement Agreement and exhibits thereto and supporting
3 declarations.

4 5. Based on the papers filed with the Court, the Court now gives Final Approval of
5 the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the
6 best interests of the Settlement Class. The complex legal and factual posture of the Action, and the
7 fact that the Settlement Agreement is the result of arm's-length negotiations presided over by a
8 neutral mediator, further support this finding.

9 6. Pursuant to Civil Rule 23, and for the purposes of settlement only, the following
10 Settlement Class consisting of:

11 “[A]ll natural Persons who are residents of the United States whose Personal
12 Information was potentially compromised in the Incident, including those to whom
13 Sound Generations sent notification that their Personal Information may have been
compromised in the Incident.”

14 7. For settlement purposes only, the Court confirms the following counsel as Class
15 Counsel, and finds they are experienced in class litigation and have adequately represented the
16 Settlement Class:

17 Ben Barnow
18 Anthony L. Parkhill
19 BARNOW AND ASSOCIATES, P.C.
20 205 W. Randolph St., Suite 1630
21 Chicago, Illinois 60606

22 Andrew W. Ferich
23 AHDROOT & WOLFSON, PC
24 201 King of Prussia Road, Suite 650
25 Radnor, PA 19087

26 8. With respect to the Settlement Class, this Court finds, for settlement purposes only,
that: (a) the Settlement Class defined above is too numerous for their joinder to be practicable; (b)
there are questions of law or fact common to the Settlement Class, and those common questions
predominate over any questions affecting only individual members; (c) the Class Representatives
and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately

1 protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an
2 appropriate method for the fair and efficient adjudication of this Action.

3 9. The Court has determined that the Notice given to the Settlement Class Members
4 in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class
5 Members of all material terms of the Settlement and constituted the best notice practicable under
6 the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the
7 due process clauses of both the U.S. and Washington Constitutions.

8 10. The Court orders the Parties to the Settlement Agreement to perform their
9 obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated
10 herein as if explicitly set forth and shall have the full force of an order of this Court.

11 11. The Court dismisses the Action with prejudice and without costs (except as
12 otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement
13 Class Members' claims against the Released Parties. The Court adjudges that the Released Claims
14 and all of the claims described in the Settlement Agreement are released against the Released
15 Parties.

16 12. The Court adjudges that the Plaintiffs and all Settlement Class Members who have
17 not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released,
18 relinquished, and discharged all Released Claims against the Released Parties, as set forth in the
19 Settlement Agreement.

20 13. The Court further adjudges that, upon entry of this Order, the Settlement Agreement
21 and the above-described release of the Released Claims will be binding on, and have *res judicata*
22 preclusive effect in, all pending and future lawsuits or other proceedings related to the Released
23 Claims maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did
24 not validly and timely exclude themselves from the Settlement, and their respective predecessors,
25 successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives,
26 and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties
may file the Settlement Agreement and/or this Final Approval Order in any action or proceeding

1 that may be brought against them in order to support a defense or counterclaim based on principles
2 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
3 any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4 14. The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference,
5 submitted timely and proper requests for exclusion, are excluded from the Settlement Class, and
6 are not bound by the terms of the Settlement Agreement or this Final Approval Order.

7 15. Plaintiffs and Settlement Class Members who did not validly and timely request
8 exclusion from the Settlement are permanently barred and enjoined from asserting, commencing,
9 prosecuting, or continuing any of the Released Claims or any of the claims described in the
10 Settlement Agreement against the Released Parties.

11 16. The Court approves payment of attorneys' fees, costs, and expenses to Class
12 Counsel in the amount of \$345,000. This amount shall be paid from the Settlement Fund in
13 accordance with the terms of the Settlement Agreement. The Court, having considered the
14 materials submitted by Class Counsel in support of final approval of the Settlement and their
15 request for attorneys' fees, costs, and expenses, finds the award of attorneys' fees, costs, and
16 expenses appropriate and reasonable for the following reasons: First, the Court finds that the
17 Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the
18 payment fair and reasonable in light of the substantial work performed by Class Counsel. Third,
19 the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that
20 the negotiation of attorneys' fees only followed agreement on the settlement benefits for the
21 Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised
22 the Settlement Class that Class Counsel would seek an award in the amount sought.

23 17. The Court approves the Service Award in the amount of \$2,500 for each of the
24 Class Representatives Richard Easter and Tristen Star, and specifically finds such amount to be
25 reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking
26 on the risks of litigation and helping achieve the results to be made available to the Settlement
Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the

1 Settlement Agreement.

2 18. Neither this Final Approval Order, the separate Judgment, nor the Settlement
3 Agreement, nor the payment of any consideration in connection with the Settlement shall be
4 construed or used as an admission or concession by or against Defendant or any of the other
5 Released Persons of any fault, omission, liability, or wrongdoing, or of the validity of any of the
6 Released Claims as set forth in the Settlement Agreement. This Final Approval Order and separate
7 Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination
8 of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the
9 Settlement does not constitute any position, opinion, or determination of this Court, one way or
10 another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or
11 Defendant.

12 19. No objections were filed in this matter. Any objections to the Settlement Agreement
13 are overruled and denied in all respects. The Court finds no reason to delay entering this Final
14 Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval
15 Order and separate Judgment.

16 20. The Parties, without further approval from the Court, are hereby permitted to agree
17 to and adopt such amendments, modifications, and expansions of the Settlement Agreement and
18 its implementing documents (including all exhibits to the Settlement Agreement) so long as they
19 are consistent in all material respects with this Final Approval Order and do not limit the rights of
20 the Settlement Class Members.

21 21. Without affecting the finality of this Final Approval Order and the Judgment for
22 purposes of appeal, the Court retains jurisdiction as to all matters relating to administration,
23 consummation, enforcement, and interpretation of the Settlement Agreement and the Final
24 Judgment, and for any other necessary purpose.

25 **IT IS SO ORDERED.**

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2 ENTERED:

14 July 2023

Judge James E. Rogers

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4 EXHIBIT 1

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Count	First Name	Last Name
1	Kathleen	Hubbell
2	Bonnie	Cook
3	Jacqueline	LeBailly
4	Julia	Wilson
5	Sarah	Blauman
6	Donna	Marie
7	Margaret	Flemion
8	Daria	Tighe
9	Karen	Joyce
10	Barbara	Kramer
11	Phyllis	Robles
12	Janet	Blain
13	Jean	Sadowski
14	Jack	Santos
15	Maryetta	Easton
16	Marilee	Carter
17	Morgana	Reed
18	Wendelyn	Worthington