

Hon. William L. Dixon  
Hearing Date: September 29, 2023  
Hearing Time: 10:00 a.m.  
With Oral Argument

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

AMY GARCIA, ANTHONY GIBBONS, and  
TAYLOR RIELY-GIBBONS, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

WASHINGTON STATE DEPARTMENT OF  
LICENSING, an agency of the State of  
Washington,

Defendant.

No. 22-2-05635-5 SEA

~~[AMENDED PROPOSED]~~ FINAL  
APPROVAL ORDER AND  
JUDGMENT

This Court entered an order granting preliminary approval of the Settlement between Plaintiffs Amy Garcia, Anthony Gibbons, Taylor Riely-Gibbons, Tony Myhre, and Hansa Thomas (“Plaintiffs”), on their own behalf and on behalf of the Settlement Class, and Defendant Washington State Department of Licensing (“Defendant” or “DOL”) on May 11, 2023 (the “Preliminary Approval Order”). Plaintiffs submitted the Settlement Agreement to the Court with their Unopposed Motion for Preliminary Approval of Class Action Settlement (as Exhibit 1 to the Declaration of Timothy W. Emery in Support of Motion for Preliminary Approval).

[AMENDED PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT - 1

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1 On June 9, 2023, under the terms of the notice requirements set forth in the Settlement  
2 Agreement and the Preliminary Approval Order, the Settlement Class was apprised of the  
3 nature and pendency of the Litigation, the terms of the settlement, and their rights to request  
4 exclusion, object, and/or appear and the Final Approval Hearing.

5 On July 26, 2023, Plaintiffs filed their Motion for Final Approval of Class Action  
6 Settlement (“Final Approval Motion”) and accompanying Declaration of Scott M. Fenwick of  
7 Kroll Settlement Administration LLC in Connection with Final Approval of Settlement; and  
8 Class Counsel filed their Motion for an Award of Attorneys’ Fees, Costs, and Service Awards,  
9 with an accompanying declaration from Timothy W. Emery setting forth Class Counsel’s time  
10 and expenses (the “Fee Application”).

11 On September 29, 2023, the Court held a Final Approval Hearing to determine, among  
12 other things, (1) whether the settlement is fair, reasonable, and adequate, and (2) whether the  
13 Court should enter judgment dismissing all claims in the Complaint with prejudice. Prior to the  
14 Final Approval Hearing, and as noted above, Class Counsel filed the Declaration of Scott M.  
15 Fenwick of Kroll Settlement Administration LLC in Connection with Final Approval of  
16 Settlement, confirming that the Notice Program was completed in accordance with the Parties’  
17 instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that  
18 Settlement Class Members were properly notified of their right to appear at the Final Approval  
19 Hearing in support of, or in opposition to, the proposed Settlement, the award of attorneys’  
20 fees, costs, and expenses, and the payment of service awards to the Class Representatives.

21 Having given an opportunity to be heard to all requesting persons in accordance with  
22 the Preliminary Approval Order; having heard the presentation of Class Counsel and counsel  
23 for DOL; having reviewed all of the submissions presented with respect to the proposed

1 settlement; having determined that the settlement is fair, reasonable, and adequate; having  
2 considered the application made by Class Counsel for attorneys' fees, costs, and service awards  
3 to the Class Representatives, and having reviewed the materials in support of that application;  
4 and good cause appearing in the record, Plaintiffs' Final Approval Motion is **GRANTED**,  
5 Class Counsel's Fee Application is **GRANTED**, and:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

7 1. The Court has jurisdiction over the subject matter of this Litigation and over all  
8 claims raised therein. The Court also has personal jurisdiction over the Parties and the  
9 Settlement Class Members.

10 2. Unless otherwise defined herein, capitalized terms appearing in this Final  
11 Approval Order and Judgment shall have the same meaning as used in the Settlement  
12 Agreement.

13 3. The Parties entered into the settlement in good faith following arm's-length  
14 negotiations before an experienced mediator, and the settlement is non-collusive.

15 4. The settlement is, in all respects, fair, reasonable, and adequate; in the best  
16 interests of the Settlement Class; satisfies Civil Rule 23; and is therefore approved. The Court  
17 finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to  
18 the outcome, of continued litigation in this matter, which further supports the Court's finding  
19 that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement  
20 Class.

21 5. The Court grants final approval of the settlement, including, but not limited to,  
22 the releases in the Settlement Agreement and the plans for distribution of the settlement relief.  
23 Therefore, all Settlement Class Members (defined as "Person(s) who falls within the definition

1 of the Settlement Class and is/are not a Successful Opt-Out”) are bound by the Settlement  
2 Agreement and this Final Approval Order and Judgment.

3 6. The Settlement Agreement and every term and provision thereof shall be  
4 deemed incorporated herein and shall have the full force of an order of this Court.

5 7. The Parties shall effectuate the Settlement Agreement in accordance with its  
6 terms.

### 7 CLASS CERTIFICATION

8 8. For the purposes of the Settlement and this Final Approval Order and Judgment,  
9 the Court hereby finally certifies for settlement purposes only the following Settlement Class:

10 All individuals whose personal information was compromised in the Data Breach  
11 disclosed by the Washington State Department of Licensing in February 2022. The  
12 Settlement Class specifically excludes: (1) DOL and its officers and directors; (ii)  
13 all Settlement Class Members who timely and validly submit requests for exclusion  
14 from the Settlement Class; (iii) any other Person found by a court of competent  
jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting  
the criminal activity occurrence of the Data Breach or who pleads *nolo contendere*  
to any such charge; and (iv) members of the judiciary to whom this case is assigned,  
their families, and members of their staff.

15 The Settlement Class is limited to those individuals who were included on the original list for  
16 mailing the written Summary Notice in accordance with Paragraph 68 of the Settlement  
17 Agreement.

18 9. The Court finds that for settlement purposes, the Settlement Class meets all the  
19 requirements of CR 23(a) and (b)(3), namely that the Settlement Class is so numerous that  
20 joinder of all members is impractical; there are common issues of law and fact; the claims of  
21 the Settlement Class Representatives are typical of absent Settlement Class Members; the  
22 Settlement Class Representatives have and will fairly and adequately protect the interests of the  
23 Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement

1 Class and have retained experienced and competent counsel to prosecute this matter; common  
2 issues predominate over any individual issues; and a class action is superior to any alternative  
3 means of adjudicating the controversy.

4 10. The Court grants Final Approval to the appointment of Plaintiffs as Settlement  
5 Class Representatives. The Court concludes that the Settlement Class Representatives have  
6 fairly and adequately represented the Settlement Class and will continue to do so.

7 11. The Court grants Final Approval to the appointment of Timothy W. Emery of  
8 Emery Reddy, PLLC; Kaleigh N. Boyd and Kim D. Stephens of Tousley Brain Stephens  
9 PLLC; and M. Anderson Berry of Clayeo C. Arnold, a Professional Corp. as Class Counsel.  
10 The Court concludes that Class Counsel have adequately represented the Settlement Class and  
11 will continue to do so.

#### 12 NOTICE TO THE SETTLEMENT CLASS

13 12. The Court finds that the Notice Program, as set forth in the Settlement and  
14 effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best  
15 Notice practicable under the circumstances, was reasonably calculated to provide—and did  
16 provide—due and sufficient Notice to the Settlement Class of: the pendency of the Litigation;  
17 certification of the Settlement Class for settlement purposes only; the existence and terms of  
18 the Settlement Agreement; the identity of Class Counsel and appropriate information about  
19 Class Counsel’s then-forthcoming application for attorneys’ fees and service awards to the  
20 Class Representatives; appropriate information about how to participate in the settlement;  
21 Settlement Class Members’ right to exclude themselves; their right to object to the settlement  
22 and to appear at the Final Approval Hearing, through counsel if desired; and appropriate  
23 instructions as to how to obtain additional information regarding this Litigation and the

1 settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement  
2 Class Members that any Settlement Class Member who failed to opt-out would be prohibited  
3 from bringing a lawsuit against DOL based on or arising out of any of the claims asserted by  
4 Plaintiffs, and it satisfied the other requirements of the Civil Rules.

5 13. The Settlement Administrator's fees, as well as all other costs and expenses  
6 associated with Notice and Claims Administration, will continue to be paid out of the  
7 Settlement Fund as provided in the settlement.

### 8 **OBJECTIONS AND OPT-OUTS**

9 14. Two objections were filed by a Settlement Class Member and served on the  
10 Parties. The Court has considered these objection—which contains a purported concern about  
11 the length of the credit monitoring services and the amount and timing of the Settlement—and  
12 finds that it does not counsel against settlement approval.

13 15. The first objection, filed by Settlement Class Member Mark S. Beaufait, is  
14 hereby overruled in all respects. More specifically:

- 15 a. The Court overrules the objection to the extent that it claims that the two years  
16 of identity theft protection and credit monitoring services is inadequate. The  
17 settlement, as with all settlements, is a compromise—the fact that it may have  
18 been greater is not in itself sufficient to undermine the Court's conclusion that  
19 the settlement is fair, reasonable, and adequate.
- 20 b. To the extent that the objection raises any other grounds for disapproval not  
21 specifically addressed, the Court finds that they are not well taken and need  
22 not be further considered.
- 23

1           16.     The second objection, filed by Settlement Class Member Helen Nowlin, is  
2 hereby overruled in all respects. More specifically:

- 3           a.     The Court overrules the objection to the extent Ms. Nowlin claims that the  
4 Settlement does not provide for relief now. For Settlement Class Members  
5 who had no out-of-pocket losses or lost time, Settlement Class Members were  
6 still given the option to claim identity theft protection and credit monitoring  
7 services as consideration for the Settlement.
- 8           b.     To the extent that the objection is that the settlement is not enough, the Court  
9 reiterates that the settlement, as with all settlements, is a compromise—the  
10 fact that it may have been greater is not in itself sufficient to undermine the  
11 Court’s conclusion that the settlement is fair, reasonable, and adequate.
- 12          c.     To the extent that the objection raises any other grounds for disapproval not  
13 specifically addressed, the Court finds that they are not well taken and need  
14 not be further considered.

15           17.     The Court also received correspondence from Robert S. Miller, which the  
16 Parties represent was not served on them. To the extent this correspondence raises objections,  
17 the objections are overruled. The correspondence addresses the potential for future harm  
18 arising out of the Data Breach, but the Court finds that the settlement’s provision of credit  
19 monitoring and insurance reasonably addresses those fears. The Court further finds that the  
20 consideration provided under the settlement is reasonable and adequate. To the extent that the  
21 correspondence raises any other grounds for disapproval not specifically addressed, the Court  
22 finds that they are not well taken and need not be further considered.

23           18.     No Settlement Class Members appeared at the Final Approval Hearing.

1            19. All Settlement Class Members who have not objected to the settlement in the  
2 manner provided in the Settlement Agreement are deemed to have waived any objections to the  
3 settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

4            20. A list of putative members of the Settlement Class who have timely and validly  
5 elected to opt-out of the Settlement and the Settlement Class, in accordance with the  
6 requirements in the Settlement Agreement (the “Successful Opt-Outs”), has been submitted to  
7 the Court as an attachment to the Declaration of Scott M. Fenwick, filed in advance of the  
8 Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons listed in  
9 Exhibit A are not bound by the Settlement Agreement or this Final Approval Order and  
10 Judgment, and they are not entitled to any of the benefits under the settlement.

11            **AWARD OF ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS**

12            21. The Court has considered Class Counsel’s Fee Application along with the  
13 declaration submitted by Counsel setting forth their time and expenses incurred in connection  
14 with this Litigation.

15            22. The Court finds that the attorneys’ fees requested by Class Counsel are fair and  
16 reasonable, given: (1) the exceptional results achieved for the Settlement Class; (2) the risks  
17 Class Counsel faced; (3) the case was handled on a contingency basis; (4) the market rates for  
18 attorneys’ fees; (5) the skill demonstrated by Class Counsel; and (6) the burdens Class Counsel  
19 experienced while litigating the case. The \$12,145.21 in costs incurred to prosecute this  
20 Litigation were reasonable. Similarly, the requested fee award of \$1,080,000 is reasonable  
21 when considering it in proportion to the benefits made available to, and claimed by, the  
22 Settlement Class. This means the fee request is in line with the benchmark of 30 percent and is  
23 therefore reasonable. Accordingly, Class Counsel is hereby awarded \$1,080,000 in attorneys’



1 fees, as well as \$12,145.21 in costs, to be paid from the Settlement Fund. This award of  
2 attorneys' fees and costs is independent of the Court's consideration of the fairness,  
3 reasonableness, and adequacy of the settlement.

4 23. The Court further finds that the requested service awards of \$6,000 to each of  
5 the five Settlement Class Representatives, as provided in the Settlement Agreement, are fair  
6 and reasonable given the time and effort expended by the Settlement Class Representatives on  
7 behalf of the Settlement Class. Pursuant to the Settlement Agreement, the incentive awards are  
8 to be paid from the Settlement Fund.

9 **OTHER PROVISIONS**

10 24. The Parties to the settlement shall carry out their respective obligations as set  
11 forth in the Settlement Agreement.

12 25. Within the time period set forth in the settlement, the relief provided for in the  
13 settlement shall be made available to the Settlement Class Members submitting valid Claim  
14 Forms under the terms and conditions of the Settlement Agreement.

15 26. The Releases set forth in the Settlement Agreement, including those described  
16 in Paragraphs 83–84, are incorporated herein, and—as of the Effective Date and by operation  
17 of this Final Approval Order and Judgment—are binding and effective on all Settlement Class  
18 Members who have not properly excluded themselves from the Settlement Class.

19 27. The Court hereby dismisses the Litigation and Complaint and all claims therein  
20 on the merits and with prejudice, without fees or costs to any party, except as provided in this  
21 Final Approval Order and Judgment.

22 28. There being no just reason for delay, the Court, in the interests of justice, enters  
23 this Final Approval Order and Judgment, and hereby decrees that, upon entry, it be deemed a

1 final judgment. Without affecting the finality of this Judgment in any way, the Court hereby  
2 retains continuing jurisdiction over: (1) implementation of the settlement; (2) further  
3 proceedings, if necessary, on applications for attorneys' fees, expenses, and costs in connection  
4 with the Litigation and the settlement; and (3) the Parties and the Settlement Class Members  
5 for the purpose of construing, enforcing, and administering the Settlement Agreement and all  
6 orders and judgments entered in connection therewith.

7 IT IS SO ORDERED.

8 DATED this 2<sup>nd</sup> day of ~~September~~ <sup>October</sup> 2023.

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11 Hon. William L. Dixon  
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1 Presented By:

2 By: /s/ Timothy W. Emery

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*Attorneys for Plaintiffs and the Class*

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# Exhibit A

## Exclusion List<sup>1</sup>

Count	Record Identification Number	First Name	Last Name
1	715391N933VK4	ALLISON	SCHROEDER
2	7153925B1TYWJ	ANNA	ADORNO
3	715393T3S4RWX	CHARLES	HOFFMAN
4	7153954D71WWF	DAWN	HITCHENS
5	715395H1Q4V72	DIANE	DODD
6	715395K1B49CT	DJ	JOEPINO
7	715395YXKT8FJ	ELISABETH	MASTROROCCO
8	7153969RR1D4C	ESTERA	VARGA
9	715397FSN6187	IKUO	KOJIMA
10	715397VZ98PG8	JAMES	STEVENS
11	71539BW7X3XY1	LANA	LAUGHLIN
12	71539GPHXT6T2	LAURIE	HUGHES
13	71539C8B3F2TY	LILY	MASON
14	71539CB3YQ850	LINDA	GIFFORD
15	71539CC1X7F39	MARCO	FOX HUGHES
16	71539CC3W1HC0	MARIA	DELA PENA
17	71539CCDX9MD4	MARTHA	BLAKELY
18	71539CCSBW2ZD	MEHMET	AYALP
19	71539CCSRP4ZR	MELANIE	GARLING
20	71539CCT26Q0J	MELANIE	SMYTHE
21	71539CCW31YGT	MELISSA	WALSH
22	71539CDBGDFXD	MINDY	LINTON
23	71539CFC30KR3	PAULA	SUTTON
24	71539CFNB9MP4	RACHAEL	GRAHAM
25	71539CG1YX7N9	RICHARD	SZABO
26	71539CG5294H9	ROBERT	BRUEGGEMAN
27	71539CGK886C3	ROSS	MINSHULL
28	71539CH4G3TSJ	SCOTT	FURMAN
29	71539CH9ZMQMM	SHARON	ERICKSON
30	71539CJ3GFB43	SUSAN	COLE
31	71539CJPRR8KG	THOMAS	RICHESON
32	71539CKC3VNR7	VELMA	VELORIA
33	71539CKGPDDD7	VINCENT	WHORTEN
34	71539CKHNSM9F	VIVIAN	BRAXTON
35	71539CKX0MH25	YOLANDA	HERBER
36	71539CKYD07R8	YVETTE	SAYLES

<sup>1</sup>At the direction of Class Counsel, this list includes the full names of all parties that have submitted timely Requests for Exclusion.