

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

KATHERINE LAYMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LEGACY HEALTH, an Oregon nonprofit
healthcare provider,

Defendant.

Case No.: 25cv40104

**ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND NOTICE
PLAN**

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiff Katherine Layman (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Legacy Health (“Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the “Action”) on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiff has made an application, pursuant to Rule 32(D) of the Oregon Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Simpluris, Inc. Settlement Administration, LLC (“Simpluris”) as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

1 **WHEREAS**, the Court has read and considered: (a) Plaintiffs’ Unopposed Motion for
2 Preliminary Approval of Class Action Settlement and Notice Plan, and the papers filed, and
3 arguments made in connection therewith; and (b) the Settlement Agreement and exhibits
4 attached thereto; and

5 **WHEREAS**, unless otherwise defined herein, the capitalized terms herein shall have the
6 same meaning as they have in the Settlement Agreement.

7 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

8 1. **Class Certification for Settlement Purposes Only**. For settlement purposes
9 only, the Court certifies, solely for purposes of effectuating the proposed Settlement, a
10 Settlement Class in this matter defined as follows:

11 all patients of Legacy Health residing in the United States (1) who
12 were invited to and did register for a Legacy Health patient portal
13 account from February 18, 2019 through December 31, 2020
14 (“Category 1”); and (2) do not fall within Category 1, but
 otherwise logged into the Patient Portal from January 1, 2021
 through February 9, 2024.

15 The Settlement Class includes approximately 1,234,702 people. The Settlement Class
16 specifically excludes: (i) Legacy and its officers and directors; (ii) all Settlement Class Members
17 who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to
18 evaluate the fairness of the Settlement; (iv) the attorneys representing the Parties in the
19 Litigation; and, (v) any person found by a court of competent jurisdiction to be guilty under
20 criminal law of initiating, causing, aiding or abetting the Incident, or who pleads *nolo contendere*
21 to any such charge.

22 2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that:
23 (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be
24 impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims
25 of the Class Representatives are typical of and arise from the same operative facts and seek
26 similar relief as the claims of the Settlement Class Members; (d) the Plaintiff and Class Counsel

1 will fairly and adequately protect the interests of the Settlement Class as the Class Representative
2 has no interests antagonistic to or in conflict with the Settlement Class and have retained
3 experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e)
4 questions of law or fact common to Settlement Class Members predominate over any questions
5 affecting only individual members; and (f) a class action and class settlement is superior to other
6 methods available for a fair and efficient resolution of this controversy.

7 3. **Class Representative and Settlement Class Counsel:** Katherine Layman is
8 hereby provisionally designated and appointed as the Class Representative. The Court
9 provisionally finds that the Class Representative is similarly situated to absent Settlement Class
10 Members and therefore typical of the Settlement Class and that they will be adequate Class
11 Representatives. The Court further finds that Gary M. Klinger of Milberg, PLLC, Terry Coates
12 and Dylan J. Gould of Markovits, Stock & DeMarco, LLC, Bryan L. Bleichner and Philip J.
13 Krzeski of Chestnut Cambronne PA, Joseph M. Lyon of the Lyon Firm, and Timothy S. DeJong
14 and Elizabeth B. Kinsman of Stoll Stoll Berne Lokting & Shlachter P.C. are experienced and
15 adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

16 4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the
17 Settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate to
18 the Settlement Class, subject to further consideration at the Final Approval Hearing to be
19 conducted as described below. For the purposes of preliminary approval, the Court finds the
20 proposed settlement is fair, reasonable, and adequate.

21 5. **Final Approval Hearing.** A Final Approval Hearing shall be held at
22 10 : 00 .m. on April 16, 2026, in the Circuit Court for the State of Oregon, County of
23 Multnomah, located at 1021 SW 4th Avenue, Portland, Oregon 97204 for the following purposes:

- 24 a. To determine whether the proposed Settlement is fair, reasonable, and adequate to
25 the Class and should be approved by the Court;
26 b. To determine whether to grant Final Approval, as defined in the Settlement
 Agreement;

- 1 c. To determine whether the notice plan conducted was appropriate;
- 2 d. To determine whether the claims process under the Settlement is fair, reasonable
3 and adequate and should be approved by the Court;
- 4 e. To determine whether the requested Class Representative Incentive Award in the
5 amount of \$2,500 to Class Representative, and Class Counsel's attorneys' fees in
6 the amount of \$2,200,000 should be approved by the Court;
- 7 f. To determine whether the settlement benefits are fair, reasonable, and adequate;
8 and,
- 9 g. To rule upon such other matters as the Court may deem appropriate.

10 6. **Retention of Claims Administrator and Manner of Giving Notice.** Class
11 Counsel is hereby authorized to retain Simpluris, Inc., (the "Settlement Administrator") to
12 supervise and administer the notice procedure in connection with the proposed Settlement as
13 well as the processing of Claims as set for more fully below.

14 7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form
15 and content, the Long Form Notice, Summary (or Postcard) Notice, and Claim Form attached to
16 the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to
17 Settlement Class Members as set forth in the Settlement Agreement: (i) is the best notice
18 practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under
19 the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the
20 effect of the proposed Settlement (including the releases to be provided thereunder), of Class
21 Counsel's request for Fee Award and Costs, of Class Representative's request for Incentive
22 Award Payment, of their right to object to the Settlement, Class Counsel's request for Fee Award
23 and Costs, and/or Class Representatives' requests for Incentive Award Payments, of their right to
24 exclude themselves from the Settlement Class, and of their right to appear at the Final Approval
25 Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive
26 notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 32 of the Oregon
Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and

all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed so long as that date is known at the time of Notice.

8. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within forty-five (45) days after the Notice Date. If a Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and Judgment.

9. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement contemplates a process for the Settlement Administrator to assess and determine the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **45 Days after the date Notice is mailed to the Settlement Class Members** (the “Opt-Out/Objection Deadline”). The written notification must include; (1) the Settlement Class Member’s name, current address, telephone number, and unique ID; (2) signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement.

Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is filed with the Court and sent to Counsel for the Parties, postmarked by no later than the Objection Date, as specified in the Settlement Agreement and Long Form Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in the Settlement Agreement, which is as follows: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action

1 settlement within the last three (3) years. If a Settlement Class Member or any of the Objecting
2 Attorneys has objected to any class action settlement where the objector or the Objecting
3 Attorneys asked for or received any payment in exchange for dismissal of the objection, or any
4 related appeal, without any modification to the settlement, then the objection must include a
5 statement identifying each such case by full case caption and amount of payment received.

6 12. Any Settlement Class Member who fails to comply with the provisions in
7 Paragraph 11 may waive and forfeit any and all rights he or she may have to object, and shall be
8 bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders,
9 and judgments in this matter, including, but not limited to, the release in the Settlement
10 Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and
11 Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed
12 herein shall be deemed to have waived his or her objections and shall be forever barred from
13 making any such objections in this Action or in any other proceeding or from challenging or
14 opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the
15 motion for Incentive Award Payment, or the motion for Fee Award and Costs.

16 13. **Termination of Settlement.** This Order shall become null and void and shall be
17 without prejudice to the rights of the Parties, all of whom shall be restored to their respective
18 positions existing as of the date of the execution of the Settlement Agreement if the Settlement is
19 not finally approved by the Court or is terminated in accordance with the Settlement Agreement.
20 In such event, the Settlement and Settlement Agreement shall become null and void and be of no
21 further force and effect, and neither the Settlement Agreement nor the Court's orders, including
22 this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23 14. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order
24 and Judgment is not entered or there is no Effective Date and shall not be construed or used as an
25 admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach,
26 liability, or the certifiability of any class. Nor shall this Order be construed or used as an

1 admission, concession, or declaration by or against the Settlement Class Representatives or any
2 other Settlement Class Member that his or her claim lacks merit or that the relief requested is
3 inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she,
4 or it may have in this litigation or in any other lawsuit.

5 15. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the
6 Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out
7 or enforce the terms and conditions of the Settlement Agreement. Pending final determination of
8 whether the Settlement should be approved, the Court bars and enjoins Plaintiff, and all other
9 members of the Settlement Class, from commencing or prosecuting any and all of the Released
10 Claims against the Released Entities.

11 16. **Summary of Deadlines.** The preliminarily approved Settlement shall be
12 administered according to its terms pending the Final Approval Hearing. Deadlines arising under
13 the Settlement Agreement and this Order include but are not limited to:

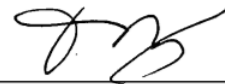
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SETTLEMENT TIMELINE

<u>FROM DATE OF PRELIMINARY APPROVAL</u>	
Defendant provides Class List to the Settlement Administrator	+14 days
Notice Date	+30 days
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Incentive Award	+60 days
Opt-Out & Objection Deadline	+75 days
Claims Deadline	+75 days
<u>Final Approval Hearing</u>	+90 days from Preliminary Approval (at least)
Motion for Final Approval	-14 days before Final Approval Hearing Date

12/29/2025 1:42:52 PM



Circuit Court Judge Melvin Oden-Orr

SUBMITTED BY:

STOLL STOLL BERNE LOKTING
& SHLACHTER P.C.

By: s/Elizabeth B. Kinsman

Timothy S. DeJong, OSB No. 940662

Elizabeth B. Kinsman, OSB No. 172956

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Portland, OR 97204

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Email: tdejong@stollberne.com
ekinsman@stollberne.com

Attorneys for Plaintiff

Trial Attorney: Timothy S. DeJong

UTCR 5.100 CERTIFICATE OF READINESS

In accordance with UTCR 5.100(1) & (2), I hereby certify that this proposed Order is ready for judicial signature because:

- ☐ Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
- ☒ Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- ☐ I have served a copy of this order or judgment on each party entitled to service and:
- ☐ No objection has been served on me.
- ☐ I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
- ☐ After conferring about objections, Plaintiff agreed to independently file any remaining objection.
- ☐ Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- ☐ This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (5) of this rule.
- ☐ Other: _____

DATED this 7th day of November, 2025.

STOLL STOLL BERNE LOKTING
& SHLACHTER P.C.

By: s/Elizabeth B. Kinsman
Elizabeth B. Kinsman, OSB No. 172956

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Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a correct copy of the foregoing **ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND NOTICE PLAN** on the following named person(s) on the date and manner indicated below, addressed to said person(s) at the address of each shown below per UTCR 21.100 as follows:

Curt Roy Hine
Alexander Vitruk
Paul Karlsgodt
BAKER & HOSTETLER LLP
999 Third Avenue, Suite 3900
Seattle, WA 98104-4076
Email: chineline@bakerlaw.com
avitruck@bakerlaw.com
PKarlsgodt@bakerlaw.com

☐	By Hand Delivery
☐	By Overnight Delivery
☐	By Facsimile Pursuant to ORCP 9 F
☒	By U.S. Mail with postage prepaid
☒	By E-Mail Pursuant to ORCP 9 G
☒	Electronically by OJD E-File & Serve

at the party's email address as recorded on the date of service in the eFiling system pursuant to UTCR 21.100.

DATED this 7th day of November, 2025.

STOLL STOLL BERNE LOKTING
& SHLACHTER P.C.

By: s/Elizabeth B. Kinsman
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