

HONORABLE RICHARD A. JONES

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

E.S., by and through her parents,
R.S. and J.S., and JODI
STERNOFF, both on their own
behalf, and on behalf of all similarly
situated individuals,

Plaintiffs,

v.

REGENCE BLUESHIELD; and
CAMBIA HEALTH SOLUTIONS,
INC., f/k/a THE REGENCE
GROUP,

Defendants.

Case No. 2:17-cv-01609-RAJ

ORDER

THIS MATTER comes before the Court on Plaintiffs’ unopposed motion for settlement class certification, Dkt. # 87. The Court has reviewed the motion, the submissions in support of the motion, and the balance of the record. Pursuant to Federal Rule of Civil Procedure 23(e)(1)(B), the Court finds that it “will likely be able to ... certify the class for purposes of judgment” on the parties’ Settlement proposal and **GRANTS** Plaintiffs’ motion for settlement class certification. The Court further appoints class counsel and class representatives as set forth below:

1 **A. The Proposed Class Meet the Requirements of FRCP 23(a).**

2 With respect to FRCP 23(a)(1), the Court finds that the proposed settlement class
3 can reasonably be expected to be so numerous that joinder is impracticable. Both parties
4 concede that the class is sufficiently numerous to meet class certification standards.

5 The commonality requirement under FRCP 23(a)(2) is also met, as there are
6 common questions of law and fact that affect all members of the class. For purposes of
7 facilitating this settlement only, the Defendants have not opposed the Plaintiffs' motion.
8 Accordingly, the Plaintiffs' proposed common questions relevant to the class are
9 unopposed and are: (1) Does Regence's Exclusion violate federal non-discrimination
10 law, 42 U.S.C. § 18116? And if so, (2) What are the remedies for such illegal
11 discrimination, including whether it includes retrospective processing of claims,
12 including those claims never submitted to Regence due to the Exclusions? In light of the
13 specific circumstances of this unopposed motion, the Court finds the answer to these
14 common questions would result in a class-wide adjudication of the remaining claim in
15 this action.

16 For the same reasons, the claims of the Plaintiffs are typical to those of the Class
17 as required by Fed. R. Civ. P. 23(a)(3). In pursuing their claims, Plaintiffs will
18 necessarily advance the interests of the Class.

19 The Court also finds that the named Plaintiffs Jodi Sternoff and E.S., by and
20 through her parents, are adequate class representatives who have chosen counsel
21 experienced in class actions of this nature. There are no conflicts between the named
22 Plaintiffs and the Class members. The named Plaintiffs and their counsel meet the
23 requirement of adequate representation under Fed. R. Civ. P. 23(a)(4).
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1 **B. Certification of the Class Under Fed. R. Civ. P. 23(b)(3).**

2 The Court finds that the Class also meets the requirements of Fed. R. Civ.
3 P. 23(b)(3) which permits certification of a class when (1) questions of law or fact
4 common to the class members predominate over questions affecting individual members,
5 and (2) such an action is superior to other available methods of adjudicating the
6 controversy. Both requirements are satisfied.

7 Predominance is satisfied here because the global questions in the case impact all
8 class members and dominates over any individualized questions.

9 A class action is superior here because the cost of litigation far exceeds the claims
10 of any individual seeking hearing aid coverage. There is little difficulty in managing a
11 class action when it has reached the settlement stage. *See Amchem Products, Inc. v.*
12 *Windsor*, 521 U. S. 591, 623, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997); *Vinole v.*
13 *Countrywide Home Loans, Inc.*, 571 F.3d 935, 944 (9th Cir. 2009). “The Rule 23(b)(3)
14 predominance inquiry asks the court to make a global determination of whether common
15 questions prevail over individualized ones.” *Ruiz Torres v. Mercer Canyons Inc.*, 835
16 F.3d 1125, 1134 (9th Cir. 2016).

17 **C. Class Definition.**

18 NOW, THEREFORE, IT IS HEREBY ORDERED that the following Settlement
19 Class is certified for all claims brought in this case:

20 All individuals who:

- 21 (1) were insured at any time during the Settlement Class Period
22 under a Washington health insurance plan that has been, is or will
23 be delivered, issued for delivery, or renewed by Regence
24 BlueShield and/or Cambia Health Solutions Inc. or its affiliates
25 or subsidiaries (collectively, “Regence”), that excluded or limited
26 coverage for Hearing Aids and Associated Services, except for
 insureds enrolled in large group plans from January 1, 2024 to the
 Effective Date of the Settlement Agreement [the date on which

1 all of the conditions to settlement set forth in Section 2 of the
2 Settlement Agreement have been fully satisfied or waived], and

3 (2) incurred unreimbursed out-of-pocket expenses in obtaining
4 medically necessary Hearing Aids and Associated Services
5 during the Settlement Class Period.

6 The Settlement Class Period is defined as October 30, 2014 through December
7 31, 2025, inclusive. The Settlement Class will be dissolved in the event that the
8 Settlement Agreement between the parties is not finally approved by this Court.

9 **D. Appointment of Class Representative and Class Counsel.**

10 The Court APPOINTS Plaintiffs Jodi Sternoff, and E.S., by and through her
11 parents, as class representatives, and Eleanor Hamburger, Richard E. Spoonemore, and
12 Daniel S. Gross of Sirianni Youtz Spoonemore Hamburger PLLC as class counsel.

13 Dated this 22nd day of October, 2025.

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16 The Honorable Richard A. Jones
17 United States District Judge
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